

CORRESPONDENCE

BETWEEN

THE INDIA BOARD AND THE COURT OF DIRECTORS OF
THE EAST INDIA COMPANY,

RELATIVE TO

The Claim of Mr. Prendergast, on account of the Lucknow
Bankers, on the King of Oude;

TOGETHER WITH

THE ENCLOSURES IN THE SEVERAL LETTERS;

From the 12th of April 1832 to the latest Period.

Ordered to be printed 27th February 1834.

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CORRESPONDENCE.

No. 1.

Letter from the President of the India Board to the Chairman and Deputy Chairman of the East India Company.

Gentlemen,

India Board, 12th April 1832.

I HAVE the Honour to enclose to you the Copy of a Letter which has been addressed to me by Mr. Prendergast, the constituted Attorney of "Baboo Ram Doss and Baboo Ram Chown Loll, Heirs and Legal Representatives" of the late Mouhur Doss and Seetul Bahoo," Natives of Calcutta and British Subjects.

In consequence of the Appeal thus made to me, I have taken the whole Subject, generally designated as the Claim of the Calcutta Bankers on the Nawaub Vizier, into my serious Consideration; and having reviewed all the Proceedings connected with it, from the Commencement of the Transaction in question to the latest Period, I feel it my Duty to submit the following Observations to the Attention of the Court of Directors.

In framing the Instructions contained in the Political Letter on this Subject dated the 12th February 1819, the Government at Home appear to have been influenced by a Disinclination to depart from a general Principle which had on former Occasions induced them to reject Applications from Individuals preferring Claims of a personal Nature to those of a public Character.

The Result, however, of the Review which I have recently taken of the Case of the Calcutta Bankers is a Conviction in my Mind, that the Circumstances connected with the Transactions on which their Claim is founded give it so peculiar a Character that the Court and the Board would have been warranted in adopting a different Course.

Both Lord Cornwallis and his Successor the present Lord Teignmouth had repeatedly urged the late Vizier, Asoph-ud-Dowlah, to put in a Train of Liquidation the large Debt which he had contracted; and at His Excellency's particular Desire, Mr. Cherry, the Resident at Lucknow, was authorized by Lord Teignmouth to afford his Assistance in investigating the Claims of the Creditors, with a View to ascertain the Amount of those which were just and fair. After considerable Exertions devoted to this Inquiry, Mr. Cherry, in a Report dated the 14th of April 1796, transmitted to the Governor General a List of Claims of the above Description, in which were included the Names of the Calcutta Bankers.

It seems probable that the Removal of Mr. Cherry from Lucknow deprived the Creditors of the Advantages which they were encouraged to expect from the good Offices of the British Government.

In the Month of September 1796, Mr. Lumsden, who had succeeded Mr. Cherry at Lucknow, announced to the Governor General that Asoph-ud-Dowlah had, through a Compromise, the Result of Negotiations in which Mr. Lumsden had taken a Part, discharged the Debts due to the European Portion of his Creditors, and had made an Arrangement for liquidating the Debt due to his Native Creditors in the Course of Six Years; adding, however, that Munseram, the Agent of the Calcutta Bankers, (relying, I should presume, on the Fact that the Persons for whom he was acting were British Subjects,) had rejected the Terms thus offered to them by the Vizier, and had insisted on their Right to the same Treatment as that which the European Claimants had experienced at his Hands. Although Mr. Lumsden and Lord Teignmouth expressed their Sense of the Injustice of the Distinction thus drawn between the European and Native Creditors, no Effort was made to prevail upon Asoph-ud-Dowlah to rectify this inequitable Proceeding.

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Asoph-ud-Dowlah died in the Month of September 1797. On the Elevation of Saadut Alli to the Musnud, in January 1798, Lord Teignmouth inserted in the Preliminary Treaty of Benares an Article stipulating that the unliquidated Portion of the late Vizier's just Debts should be paid in the Course of Three Years, which Preliminary Treaty was signed by Saadut Alli; but in the Definitive Treaty concluded at Lucknow on the 21st February 1798 the Article respecting the Debts was omitted. I am by no means satisfied with the Reasons which his Lordship has assigned for thus abandoning the Parties whose Cause he had espoused. The Result was precisely such as might have been anticipated from the Character of Saadut Ali, whose Love of Money was notorious.

During the Negotiations with Saadut Alli, which terminated in the Treaty of November 1801, Lord Wellesley distinctly recognized not only the Justice but the Necessity of insisting on the Liquidation of the just Debts of the late Asoph-ud-Dowlah; and Sentiments of the like Nature were expressed in a Dispatch from the Secret Committee to the Supreme Government, dated November 1803, approving of Lord Wellesley's Treaty. But notwithstanding these repeated Recognitions by the Authorities, both Abroad and at Home, nothing was done to fulfil the Expectations which had been excited, and most naturally excited, in the Minds of the unfortunate Creditors, 1st, by the Circumstances under which the Debts were contracted, 2dly, by the Investigation entered into by Mr. Cherry, and, 3dly, by the favourable Opinions expressed in their Behalf by Lord Teignmouth and Lord Wellesley. Although Saadut Ali possessed abundant Means of satisfying the Claims of his late Brother's Creditors, there is nothing to show that they ever obtained from him a single Rupee.

After the Lapse of several Years Lord Wellesley was induced to address from this Country a private Letter to Lord Hastings, explaining the Circumstances which had prevented him (Lord Wellesley) during the Period of his Administration of India from carrying into effect the Intentions which he had formed in respect to the Payment of Asoph-ud-Dowlah's Debts, and pointing out the Claim of the Calcutta Bankers as peculiarly entitled to the Attention of the British Government.

In the Year 1815, the Agents of the Parties having presented a Memorial to the Governor General in Council, ~~this Lordship issued Instructions (dated 20th April 1816)~~ to Mr. Strachey, the Resident at Lucknow, directing him to "take some favourable Opportunity of stating the Demand as one which it would be creditable to the Justice and Honour of his Excellency to liquidate." Although, in the Execution of his Instructions, Mr. Strachey pressed the Claim in Terms more energetic than those which had been prescribed by Lord Hastings, the reigning Prince, who was the Son of Saadut Ali, and who had inherited his Father's immense Accumulations, refused to entertain the Claim, merely because his Father had neglected to discharge it. Under these Circumstances Lord Hastings did not feel it proper to renew his Interference without the previous Sanction of the Home Government; which Sanction, as already observed, was withheld, for Reasons which I consider to have been invalid.

I am aware that the Length of Time which has elapsed since the Date of the Political Dispatch of February 1819 creates a Difficulty in correcting the Error then committed; but I conceive that we ought not on that Account to be deterred from using our best Endeavours to obtain Justice, however tardy, for the Parties who stand to us in the Relation of Subjects, and who have sustained a grievous Injury, by the Length of Time during which, without any Default on their Part, it has been withheld.

The Duty and the Right of Interference on the Part of any Country in behalf of its own Subjects, even as against independent States, are established by National Law, and recognized in the Practice of all Nations, and particularly of Great Britain. Such Right and Duty are surely not impaired by the Circumstance that the Wrong-doer happens, in this Instance, to be a Prince depending for his Throne entirely on our Support.

I think that our Interposition with the King of Oude, in order to obtain the Settlement of this Claim, should be direct and formal; and I cannot better convey my Meaning than by stating that it is fully expressed in Mr. Strachey's Letter to the Vizier of Oude, dated the 24th October 1816.

I propose, accordingly, that the Governor General in Council should be directed to lose no Time in addressing to the King of Oude a Letter to that Purport, and that his Lordship should be desired to instruct the Resident to take

take an early Opportunity of delivering that Letter to the King, and of verbally explaining to His Majesty the Grounds on which the British Government have felt themselves constrained to press upon his serious Attention a Claim which ought to have been discharged Thirty Years ago, and which the Agents of the Parties have not ceased to prosecute to the utmost Extent of their Power, both in India and in this Country.

The Rate and Amount of Interest should of course be settled according to the Law and Usages of the Country in which the Debt was contracted.

The Mode and Details of Payment must be Matter of Negotiation between the King of Oude and the Supreme Government.

Having thus explained briefly, because the Merits of the Case are well known to you and to the Court of Directors, the Result of my Investigation into the Claim of the Calcutta Bankers, I have to request that you will be pleased to bring the Matter under the Consideration of the Court, and that you will move them to prepare the Draft of a Dispatch to the Governor General in Council, containing Instructions of the Tenor above stated.

The Dispatch will of course require the Sanction of the Commissioners for the Affairs of India.

I have the Honour to be, Gentlemen,

Your most obedient humble Servant,

(Signed) CHARLES GRANT.

Letter from Mr. Prendergast to the President of the India Board.

Sir,

64, St. James's Street, 20th December 1831.

I beg leave most respectfully to solicit your Attention to the Case of my Constituents, the Calcutta and Benares Bankers, which, at the Period of the Retirement of your Predecessor, the Right Honourable Lord Ellenborough, was about to receive a further Consideration from his Lordship.

As the Documents relating to this Case are recorded at the India Board, and contain the best possible Materials for coming to a Decision thereupon, I will not presume to occupy your valuable Time in a Recapitulation of the Statements and Reasoning by which I humbly conceive that the Claims of my Constituents to Payment of the Bonds which they hold from his Highness the late Asuph-oo-Dowlah have been fully established. The Prayer which I venture to prefer on the Part of these unfortunate Creditors is, that they may at length receive, through the Authority of the Board over which you preside, that Assistance and Protection from the East India Company which the paternal Government of Great Britain would not withhold from any of its Subjects similarly situated towards a Foreign State.

Allow me, for the Purpose of maintaining the entire Rights of my Constituents, to add, that while I claim in their Behalf Payment from the King of Oude, as Heir and Representative of their Highnesses Asuph-oo-Dowlah and Saadut Ali Khan, I still contend that these Loans were originally made under the virtual Guarantee of the Company's Government, and therefore that my Constituents have a special Right to the Interference prayed for with the King of Oude.

With Sentiments of the highest Respect, I have the Honour to subscribe myself

Your most faithful and obedient Servant,

(Signed) M. G. PRENDERGAST.

No. 2.

Extract Letter from the Chairman and Deputy Chairman of the East India Company to the President of the India Board, dated the 9th May 1832.

The Proceedings which are now pending in Parliament on the Claims of Mr. Hodges on the Zemindar of Nozeed, and of Mr. Hutchinson on the Rajah of Travancore, and the Communication which the Court of Directors have recently received from the Board and from yourself respecting the Claims of Messrs. W. Palmer and Company on some of the Nizam's Subjects, and those

of the Lucknow Bankers on the King of Oude, appear to the Court to be of such a Nature as to make it their indispensable Duty to endeavour to convey to you, and through you to the rest of His Majesty's Ministers, the Conviction which the Court entertain of the pernicious Tendency of the Principle involved in all those Proceedings and Communications.

If the Cause of the Lucknow Bankers is to be taken up as you purpose it should be, what can the Court say to the Representatives of Sir Harry Dorell, or to those of Colonel Frith, Major Webber, Captain Edwards, and many others, on whose Behalf the British Government, when solicited, has refused to lend its good Offices with the Vizier? or how will it be possible to resist the Multitude of dormant Claims, not only upon Oude, but upon other Native States, which are known to exist on the Part of Europeans and also of Natives, who are equally entitled to Consideration with the Lucknow Bankers? It is clear to the Court, that if the Authority of the Government were to be employed in the one Case, it would be immediately asked, and could not be refused, in others, and that Demands would arise which it would ruin our Allies to meet. In short, Sir, the Court would do you Injustice if they permitted themselves to think that you had any adequate Idea of the Mischief that would result from the Adoption of the Course which you recommend,—a Course diametrically opposed to that prescribed for the Conduct of the Bengal Government in the Political Dispatch regarding the Claim of the Lucknow Bankers dated the 12th of February 1819, in which you will find the following emphatic Passage, to which, as having been inscribed by the Board whilst the late Mr. Canning was its President, the Court attach more than ordinary Importance: “ We are so much aware of the Difficulty of divesting a friendly Communi-
“ cation to a weaker Power of the Character of Authority, and are so appre-
“ hensive that the Consequence of pressing upon the Vizier the Consideration
“ of those Claims might bring upon him others from various Quarters, that we
“ direct you to rest contented with the Attempt you have already made, and
“ to abstain from any similar Proceedings hereafter, at the Instance either of
“ those or any other Claimants.”

The Court are aware that it has been said that the Loans of British Subjects to Native States have, in some Cases, been directly beneficial to the Company. They oppose to this Assertion the Declaration of Parliament (37th Geo. 3rd, cap. 1,421, sec. 28,) that “ that Practice has been productive of much Mis-
“ chief, and is the Source of much Usury and Extortion.”

Undue Importance has, in the Court's Judgment, been attached by Claimants and their Advocates to the Circumstance of the Claims having arisen previously to 1797, when the Law to which we have referred was passed. That Enactment was indeed only prospective, and did not profess to affect the past Transactions of Individuals; it left them in point of Law precisely where it found them, but with a Legislative Declaration of their Impolicy and Impropriety. To contend that it improved their Situation is a strange Perversion of a Law the declared Object of which (Sec. 8.) was effectually to stop a destructive Practice, which the “ wholesome Orders of the Court had not been sufficient to restrain and repress.” If a Measure of Interference in favour of the Claimants had been thought right (and it was quite as necessary for them in 1797 as at present), Parliament would surely have authorized it. Was any such Authority given or contemplated? The whole Tenor of the Proceedings of the Legislature prove the contrary; and it would be rather extraordinary if, after the Lapse of a long Series of Years, when the Sources of Information have for the most part ceased to be available, Recourse should now be had to a System of Interference, neither countenanced nor contemplated at a Time when Parliament was legislating upon the Subject of Transactions of this Kind, and when the Circumstances of most of the Cases might have been ascertained with comparative Facility.

No. 3.

Extract Letter from the President of the India Board to the Chairman and Deputy Chairman of the East India Company, dated 14th May 1832.

I have the Honour to acknowledge the Receipt of your Letter of the 9th Instant, relating to "the Proceedings which are now pending in Parliament on the Claims of Mr. Hodges on the Zemindar of Nozeed, and of Mr. Hutchin- son on the Rajah of Travancore, and the Communications which the Court of Directors have recently received from the Board and from me, respecting the Claims of Messrs. William Palmer & Co. on some of the Nizam's Subjects, and those of the Lucknow Bankers on the King of Oude."

I reserve myself to a future Opportunity to reply to the general Reasoning contained in your Letter on the Subjects to which you call my Attention, and propose to limit myself, on the present Occasion, to a Communication of the Result of the best Consideration which I have been able to give to the particular Cases of the Calcutta Bankers, and of Messrs. William Palmer & Co.

Regarding the former of these Claims, it would lead me into a Discussion of inconvenient Length if I were here to enter into the Merits of this extensive Subject; nor is such a Discussion necessary, since the whole Question has been so repeatedly canvassed and considered that every Part of it must be familiar to the Court; I must therefore disclaim any Want of Deference towards the Court if I decline to re-argue it in this Case; but I feel it right to express my entire Dissent, in every respect, from the View which you take of this Claim, and of the right Mode of dealing with it.

Contenting myself with this general Protest, I shall here offer only Two Observations:

In the first place, I do not anticipate any Embarrassment from similar Applications, because this Case is peculiar, and cannot fairly be drawn into a Precedent.

In the second place, I conceive that the Effect of this Interposition in behalf of Justice, so far from prejudicing our National Character, can tend only to inspire Confidence in the Rectitude and protecting Vigilance of our Government.

On the whole I feel myself obliged, by a Sense of Duty, to renew the Recommendations conveyed to the Court in my Letter of 12th April last.

It is necessary, however, to advert more particularly than I did in that Letter to the Question of Interest.

On this Point I think that our Interference ought not to be carried to the Extent of the whole Demand.

If, on the one hand, the Claimants are justified in urging that the Accumulation has been occasioned by the arbitrary Refusal of Saadut Ali and his Successors to pay the Debt, the King of Oude, on the other hand, may plead that, as the Interference of the British Government would at any Time have effected the Payment, it is in fact to the withholding, or, to speak more properly, to the withdrawing of such Interference that the Accumulation is mainly to be ascribed. Under these Circumstances the Amount of Interest to be allowed appears a fair Subject of Compromise; and it will probably be found that the most equitable Principle for both Parties will be, to fix a moderate and reasonable Rate of Simple Interest for the whole Period.

Such a Compromise, while it would diminish the Pressure on His Majesty, would not overlook the unmerited Injury and Injustice inflicted on the Bankers by depriving them for so many Years of the Use of their Capital.

The Means by which this Suggestion is to be effected, and the Details of its Execution, must be necessarily left to the Discretion of the Supreme Government.

No. 4.

Letter from the Secretary of the India Board to the Secretary of the East India Company.

Sir,

India Board, 14th May 1832.

In reference to Mr. Grant's Letter to the Chairman and Deputy Chairman of 12th April, and also to his Letter of this Date, in reply to their Letter of the 9th Instant, regarding the Claims of the Calcutta Bankers on the King of Oude, I am directed by the Commissioners for the Affairs of India to request that the Court will prepare and submit to the Board, with the least practicable Delay, the Draft of an Instruction to the Governor General in Council on the Subject of those Claims, in order that no Time may be lost in the Transmission of an Instruction to the Local Government on this long pending Question.

I have the Honour to be,

Sir,

Your most obedient humble Servant,

(Signed) THOMAS HYDE VILLIERS.

P. Auber Esq.,
&c. &c. &c.

No. 5.

Letter from the Acting Assistant Secretary of the India Board to the Secretary of the East India Company.

Sir,

India Board, 15th December 1832.

The Court of Directors having omitted to frame and transmit to the Commissioners for the Affairs of India a Draft of a Dispatch to the Governor General in Council relative to the Claims of the Calcutta Bankers on the Government of Oude, conformably to the Requisition contained in the late Mr. Villiers' Letter to you, dated the 11th May last, I have the Honour to ~~enclose Copy of Orders and Instructions which the Board have themselves prepared on the Subject of those Claims; and I am also to request, that in laying them before the Court you will communicate the Desire of the Board, that a Dispatch, according to the Tenor of these Orders and Instructions, be transmitted to India, agreeably to the Provision contained in the 15th Section of the Act of 33 Geo. III. cap. 52.~~

I am, Sir,

Your most obedient humble Servant,

(Signed) H. S. ALVES.

Asst Secy.

P. Auber Esq.,
&c. &c. &c.

Draft of a Dispatch to be forwarded by the Court of Directors to the Governor General in Council at Fort William in Bengal.

The Commissioners for the Affairs of India have communicated to us a Letter which has been addressed to them by Michael George Prendergast Esq., the Agent of Baboo Ram Doss, and Baboo Ram Chown Loll, Heirs and accredited Representatives of the late Mouhur Doss, and Seetul Bahoo, relative to the Claims of those Persons for Money advanced on Loan to the late Nawab Vizier Asoph-ul-Dowlah.

2. During the Course of the last Twenty Years this Claim has, on several Occasions, and in various Shapes, been brought to the Notice of your Government, and of both Branches of the Indian Administration in England. It has also been agitated in the House of Commons, and was referred to a Committee of that House. The Committee were, however, prevented by the Termination of the Session from prosecuting the Inquiry, and did not offer any Opinion as to the Merits of the Case.

3. The last-mentioned Proceeding took place Three Years after the Transmission to India of the Orders contained in our Political Dispatch of the 12th February 1819.

4. As a general Principle, we have no Hesitation in expressing it as our decided Opinion that the British Government is not bound to interfere, and ought to be extremely cautious of interfering in the Recovery of Loans from Native

Native States, unless such Loans were contracted with its previous Knowledge and Concurrence, and unless the Guarantee of the British Resident was given in Writing upon the Face of the Bond, or signified by the Resident in a Dispatch written at the Time to his own Government, and approved as well by that Government as by the Native Sovereign contracting the Loan.

5. We state the Principles thus broadly and decidedly, to the end that the Orders we are about to transmit to you on the Subject of the present Claim may not be liable to Misinterpretations in this important Particular, that where Money has been advanced to a Native State without a Sanction of the Nature above described we will in no Case, except under peculiar Circumstances, interfere in view to its Recovery.

6. The Peculiarities which induce us to come forward on the present Occasion will appear from a brief Summary of many of the Transactions connected with the Claim.

7. Both Lord Cornwallis and his Successor the present Lord Teignmouth repeatedly had urged the late Vizier, Asoph-ul-Dowlah, to put in a Train of Liquidation the large Debt which he had contracted; and, at His Excellency's particular Desire, the Governor General in Council authorized Mr. Cherry, then the Resident at Lucknow, "to assist him in ascertaining his true and just Debts, " with a view to their being put into a Train of Payment; and it was stated " to Mr. Cherry that the Governor General had also assented to give his " Sentiments on the Adjustment of them, if necessary, taking Precautions, at " the same Time, to prevent any Implication of the Company's Responsibility " in consequence of such Interference." Mr. Cherry accordingly entered into a laborious Investigation of the Debts of that Prince, and in a Letter dated the 14th April 1796 transmitted to the Governor General Sir John Shore (the present Lord Teignmouth) a List of such of them as he considered to be just; in that List are to be found the Names of the Calcutta Bankers. Owing, probably, to the Removal of Mr. Cherry from Lucknow to Benares, no Arrangement was made for paying off those Debts; but it appears from a Dispatch, dated the 28th September 1796, from Mr. Lumsden, who replaced Mr. Cherry in the Office of Resident at Lucknow, that Asoph-ul-Dowlah had adopted the Resolution of paying from his own Treasure the Debts due to his European Creditors; that this had accordingly been effected in respect to the whole of them, with the Exception of Mr. Bruce, who objected to the Terms offered by the Vizier; and that in the early Stage of the Negotiation with the European Gentlemen Mr. Lumsden took a Part. In communicating this Transaction to his Government, Mr. Lumsden stated, that the Vizier had previously made an Arrangement with the Native Creditors of a Nature far less favourable to them than that which had been concluded with the Europeans; but that Munsoram, the Agent of the Calcutta Bankers, had rejected the Terms thus offered, expressing "his Readiness to agree to receive " the Principal in the same Manner as settled with Europeans, but he " was refused." This Proceeding indicated his Sense of the Fairness and Justice of the Claims of his Principals.

8. Both Mr. Lumsden and Sir John Shore expressed Regret at the inequitable Distinction which Asoph-ul-Dowlah had made between his European and Native Creditors. Mr. Lumsden's Words are these: "I am concerned that it " is impossible to persuade the Vizier and his Ministers that his own Credit " and true Policy required him to offer the same Terms to his Native Creditors " which he had granted to the Europeans." Lord Teignmouth thus replies: "I regret with you the Distinction made between the European and Native " Creditors, so little conformable to Justice or Policy."

9. By Mr. Lumsden's Language it would appear that he had endeavoured to persuade the Nabob Vizier to repair this Injustice, but in vain. There is, however, nothing to show that any further Attempt was made at this Time for that Purpose.

10. When in the Beginning of the Year 1798 Sir John Shore had determined to place Saadut Ali on the Musnud of Oude, as the legitimate Successor of Asoph-ul-Dowlah, he concluded with him a preliminary Engagement (the Treaty of Benares), which contained an Article obliging him to liquidate the just Debts of his late Brother in the Course of Three Years.

11. This Article was, however, omitted in the Definitive Treaty; for which Omission the Reason assigned is, that "the Stipulation would involve us in
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“ the Necessity of inquiring into the Justice of all Claims, and constitute the Company in some measure a Guarantee for procuring the Liquidation of them, which would be attended with very serious Embarrassment.”

12. We cannot admit the Validity of this Reasoning, which, if valid, ought most assuredly to have deterred the Governor General from agitating the Subject at all. In the particular Case so many Steps had already been taken as to make it very questionable whether it was still open to the British Government to recede on the Ground of the general Objections which Sir John Shore urged.

13. It is not probable that the Fact of such an Article having been introduced in a preliminary Form was unknown to the Native Creditors, and the Knowledge of it must have tended to raise their Hopes; but even if they were not aware of that Fact it is indisputable that their Expectations had been previously excited by the authorized, notorious, and laborious Investigation which had been concluded by Mr. Cherry, the British Resident, in pursuance of the Order and under the express Supervision of the Governor General, with a view to the eventual Liquidation of the Debts of Asoph-ul-Dowlah.

14. Sir John Shore, however, contented himself with saying to Saadut Ali, that, although the Article of the Preliminary Treaty of Benares had been withdrawn, “ it was still left to his Equity to satisfy such Claims as he might deem fair and just; and that in this Class he would, upon Inquiry, probably find the Demands of the Shroffs upon the late Vizier; and if so, that it would be to his Interest not to overlook them.”

15. This cautious and gentle Recommendation had in point of fact little Weight: Saadut Ali paid not the least Attention to the Claims of the Creditors of his deceased Brother. Pending the Negotiation which terminated in the Treaty of November 1801 the Question of the Debts was re-agitated. In the Month of May of that Year Saadut Ali submitted to Lord Wellesley, through the Resident, Colonel Scott, certain Articles, to which he requested that his Lordship would affix his Seal and Signature. The first Article was as follows:

16. The Payment of the Debts of my Predecessor Asoph-ul-Dowlah is not stipulated for in the existing Treaty. I am, moreover, ~~unable to liquidate the~~ Debts contracted in the late Reign. But this is an Affair which will be adjusted between the State and the Creditors of the late Nawaub, and regarding which the Company are in no Shape responsible, the Treaty being silent on this Subject.

17. In regard to this Proposition Colonel Scott observes, “ It is embarrassing, inasmuch as it avows in Spirit, and almost in Words, a Determination not to discharge any Part of them (his Brother's Debts), and requires your Lordship's direct Confirmation of that Resolve. Although the British Government had not yet interfered, nor called upon the Vizier to discharge the Debts of the State, yet your Lordship's Sense of the Obligation which his Excellency owes to Justice and common Honesty to make some Arrangement for the Liquidation of those Debts is so strongly manifested by the Proposition, under certain Conditions (the entire Transfer of the Vizier's Territories to the British Government), of taking the Burden upon the Company, that his Excellency looks with Certainty to the Demand being at a future Period pressed upon him by the Influence and Authority of the Company's Government.”

18. It appears by a subsequent Letter from Colonel Scott, that when he made the foregoing Observation he was not aware (to use his own Words) “ that a Stand had been made to an Article inserted in the Draft of the Treaty with the Vizier, on his Accession to the Musnud, relating to the Payment of the late Nawaub's Debts, and that Sir John Shore had satisfied himself with verbally consigning the Liquidation of them to the Justice of the Vizier.”

19. In his Reply to the Reference which had thus been made to him, Lord Wellesley declared that he was precluded by the strongest Obligations of Public Duty from affixing his Seal to the Articles, of the first of which it appeared, according to his Lordship, to be the Object, “ under the Shelter of the British Name, to cancel all the Public Debts of the State of Oude.”

20. The Secret Committee of the Court of Directors, in a Dispatch (since made public) dated the 19th November 1803, in signifying their Approval of the Treaty of 1801, observed as follows:—“ The Company being now bound

“ to the Defence and Protection of his Highness’s Dominions against all
 “ Enemies, foreign and domestic, without further Charges to the Vizier, the
 “ ample Revenue which remains to his Highness, entirely applicable to the
 “ Expences of his Civil Government, will, we trust, place him beyond the
 “ Reach of pecuniary Embarrassment, and enable his Highness to put his just
 “ Debts in a Course of progressive Liquidation.”

21. The last Words evidently allude to the unliquidated Debts due to the Native Creditors, because the Arrangement of 1796 having been duly reported in your Dispatches, the Authorities by whom that Letter was prepared were aware of the Compromise to which the European Creditors had agreed.

22. It was apparently the Intention of the Secret Committee that Saadut Ali should be apprised of the Expectation entertained by them in respect to the Payment of the Debts of his Predecessor. Whether or not any Communication of that Tenor was in fact made to him does not appear from official Documents; but from a private Letter addressed by Lord Wellesley to Lord Hastings, dated 3d May 1814, we are led to conclude the contrary. That Letter, which was placed by Lord Hastings on your Records, and was referred to in your Political Dispatch dated 9th November 1816, is couched in the following Words:—“ The Details of the Case are fully stated in the
 “ Memorial, and in other Documents, which will of course be submitted to
 “ your Excellency’s Judgment. It will therefore be sufficient for me to
 “ assure you, that after full Consideration of the whole Matter my decided
 “ Opinion was, that the Memorialists were entitled, in Justice and Equity, to
 “ the full Amount of their Claims, and that it was the Duty of the Supreme
 “ Government to urge the Demand on the Nabob of Oude with all the Force
 “ which the Delicacy of such a Question might admit.

“ The principal Point which I am anxious to explain is, the Cause of my
 “ Silence on this Subject during my Administration in India. Inferences
 “ might be drawn adverse to the Claims of the Memorialists or injurious to
 “ my Sense of Justice from a Circumstance which is in reality to be attri-
 “ buted to the very peculiar State of Affairs during my Government, and to
 “ the uninterrupted Train of extraordinary Events which occurred during that
 “ Period of Time.

“ The Truth is, that those Events and their Consequences so entirely
 “ occupied my Attention as to leave me little Time for the Prosecution of
 “ Claims of a private Nature; and particularly with regard to the State of
 “ Oude, my Discussions with the Nabob Vizier on other Points of the most
 “ arduous Nature precluded the Possibility of preferring Matters, however
 “ weighty in the Scale of Justice, of inferior Consideration in a political and
 “ national View.

“ But I repeat to your Excellency my entire Conviction of the Strength of
 “ this Claim, and the Propriety of urging it upon the Consideration of the
 “ Nabob Vizier, who I trust will be induced to discharge so clear a Debt of
 “ Honour, especially as it stands absolutely distinct from any other Demand of
 “ any other Creditor of the State of Oude.”

23. The Receipt of Lord Wellesley’s Letter induced Lord Hastings to investigate the Claim of the Calcutta Bankers, and the Result of that Investigation is stated by his Lordship in a Minute of the 1st January 1816, of which, although not entered on your Proceedings, a Copy has been furnished to us by Mr. Prendergast. From this Minute we learn, that in his Lordship’s View of the Case it stood distinguished from the rest of the Claims in the following Particulars: that these Bankers, though not Europeans, were British Subjects, and as such entitled to the good Offices of Government; that the Debt which they claimed from Asoph-ul-Doulah was admitted to be just, both as to the Purity of Origin and as to Amount, by the Nabob Vizier and by the British Government; that the Liquidation of it was thence recommended in the Settlement of the Nabob Vizier’s Affairs; that the Bankers could not vitiate the Quality of their Demand by declining to accept a Composition which they suspected to have been brought forward for the Purpose of exacting Sacrifices from some of the Creditors while others were to receive prompt and full Payment; that the Government did not consider them as having forfeited a Claim to its Mediation by declining that Composition, but, as would appear from the Marquis Wellesley’s Letter, did subsequently countenance their Application; that there was a fair Implication of equitable

Reliance on the good Offices of Government, inasmuch as the Money borrowed from the Bankers was known to have been taken up for the Purpose of discharging the Arrears due to the Honourable Company,—a Circumstance which, though it afforded no legal Tie, appealed directly to one's Feelings, whether the Bankers must not have been influenced by an ulterior Confidence in the Protection of Government with regard to a Loan whence Government was to draw a material Convenience, and which was therefore agreeable to it; that this Implication was much strengthened when we adverted to the Extent and Notoriety of Intercourse between Government and Asoph-ul-Doulah in pecuniary Concerns; that in fact there was that Sentiment acknowledged by Government relative to this Loan; but Government confessedly forbore to urge the Repayment, lest it might embarrass the Liquidation of the Demand which it was then pressing on its own Account upon Saadut Ali; that these Circumstances took the Bankers Case completely out of the Class of the Demands respecting which the Honourable Court had precluded the Intervention of Government, this Case not being the simple Transaction between Individual and Individual, against which the Court had established the Bar, but a Claim heretofore recognized as just by Government, and only suffered to sink through the avowed Preference which we had given to our own Interest; that by the Letter from Mr. Thornton it was indisputable that the Court had put this Construction upon the Bankers Case, and had been withheld from recommending it to the Consideration of Government only by the Principle that the Judgment to be passed on such Questions ought to rest with the local Authorities. "On this Ground," observed Lord Hastings, "I think the Petitioners entitled to all the Assistance which we can with Propriety afford them; unfortunately that does not go far; we cannot bring forward the Claim to the Nawaub Vizier as one which Government formally supports, because we should have Difficulty in vindicating our Right of Application, should he resist it; but I think Mr. Strachey may be instructed to take Advantage of some favourable Opportunity for stating the Demand as one which it would be creditable to the Justice and Honour of his Excellency to liquidate."

24. Instructions founded on the View taken of the Bankers Case by Lord Hastings in Council were accordingly issued to Mr. Strachey, who, in consequence of the Instructions, brought the Matter before the reigning Sovereign of Oude, the Son of the late Saadut Ali. The Answer returned by him to that Application was such as to deter Lord Hastings from renewing it without our Sanction. This having been withheld, no further Attempt has been made to obtain an equitable Adjustment of the Claim.

25. In conformity with the Minute of Lord Hastings before mentioned, his Lordship in Council addressed to us a Letter dated the 9th November 1816, which is recorded, and which, after strongly echoing the Language and minutely repeating the Arguments of the Minute, concludes as follows:— "Under this positive Declaration of the Nabob Vizier not to entertain the Claim, we do not consider ourselves warranted in pressing the Claim further on his Excellency's Attention, without the express Sanction of your Honourable Court, for whose Consideration and Orders the Case is now submitted." This Letter was signed by Lord Hastings himself, then Lord Moira, and by Messrs. N. B. Edmonstone, Archibald Seton, and G. Dowdeswell, all Members of Council.

26. In our Reply (dated 19th February 1819) to this Communication we reminded you of our decided Objection to any Interference with the Native Princes in Matters of the Kind under Consideration. We stated, that even without Reference to such general Objection we felt ourselves precluded from any authoritative Interference with the Vizier of Oude by the existing State of Relations between the Two Governments; and adverting to the Difficulty of divesting a friendly Communication to a weaker Power of the Character of Authority, and to the Danger of bringing other Claims on the Vizier, we directed you to rest content with the Attempt which you had already made, and to abstain from similar Proceedings in future.

27. It is to be observed that this Letter, though it objected to further Interference with the Vizier, does not impugn the Justice of the Claim, but on the contrary admits its Validity as against the State of Oude.

28. With

28. With regard to the alleged Danger of bringing new Demands on that State, we have before observed in Substance that the peculiar Nature and Circumstances of the present Case clearly distinguish it from all others, and preclude the Danger of its becoming a Precedent.

29. From the foregoing Summary of Facts, though they are rather sketched than developed, a just Opinion may be formed of the present Case. It must be remembered that our Interference in the Liquidation of the State Debts of Oude was in the first instance exercised at the formally expressed Desire of the Prince by whom those Debts had been contracted; that our actual Interference on that Occasion in favour of the European Creditors made it impossible for us ever to plead the general Principle of Non-interference as a Bar to the Demands of another Class of Creditors, whose Claims were authenticated at the same Time by the same Authority; that in point of fact the Liquidation of the Claims of the Native as well as the European Creditors was actually put in train, and was to some Extent pursued; and this with such Formality and Notoriety as to constitute an implied Pledge from the British Government to the Natives that a Settlement would take place; that whatever Right of an equitable Kind the public Creditors of Asoph-ul-Dowlah had before his Death acquired, the Assistance of the British Government for the Recovery of their Debts, such Right having become fully vested, remained to them on the Accession of Saadut Ali, and could not be affected by any Omission on the Part of the British Government to press the Claim on that Prince; and, finally, that for the same Reasons such Right remains unimpaired up to the present Hour. We may add, that in supporting the Case of the Native Creditors your Predecessors appear to have acted in strict Conformity with the Sentiments of the Home Government, as recorded in the Passage extracted from the Secret Letter of November 1803. It seems, indeed, probable, that if the Influence of your Government had been exerted so as to have prevailed on the Sovereign of Oude to discharge the Debts then outstanding such a Measure would have received the Approbation of the Home Government; and it is a Source of just Regret that this Course was not adopted.

30. As the Case now stands, although we are sensible of the Disadvantages under which we are placed by Lapse of Time, we nevertheless feel that it is incumbent on us to use our utmost Efforts to retrieve the present Claimants from the unfortunate Situation in which they are placed.

31. Under a strong Conviction that this is a valid Claim against the King of Oude, we are of opinion that the Settlement of it should no longer be delayed. You will accordingly lose no Time in communicating to the King our Sentiments on the Subject, and strongly urging on him the Importance of an immediate and effectual Adjustment, as due to his own Honour no less than to the Interest of Justice and to the Wishes of the British Government.

32. The Details as to Time and Mode of Payment we must leave to your Discretion to arrange.

33. In regard to the Basis on which the Claim should be adjusted, we are of opinion that the present Claimants are entitled to the same Terms as those which were accorded by Asoph-ul-Dowlah to the European Creditors in 1796, and for which Munseram, their Agent, at the Time contended; together with such additional Compensation, in consideration of the Lapse of Time, which has since intervened, and for which they certainly are not responsible, as may appear to you fair and equitable.

India Board, 15th December 1832.

The Commissioners for the Affairs of India direct that a Letter be dispatched by the Court of Directors in the usual Form, according to the Tenor of the foregoing Draft.

(Signed) H. S. ALVES,
Acting Assistant Secretary.

No. 6.

Letter from the Secretary of the East India Company to the Secretary of the India Board.

Sir,

East India House, 1st March 1833.

I am commanded by the Court of Directors to state, that they have received with the deepest Concern the Mandate of the Board of Commissioners, contained in your Letter dated the 15th December last, to transmit to India a Dispatch according to the Tenor of Orders and Instructions prepared by the Board relative to pecuniary Claims of certain Shroffs of Lucknow on the King of Oude.

Upon the Receipt of the Letter of the late Mr. Villiers, dated the 14th May last, calling upon the Court to prepare such a Dispatch, a Representation was drawn up by the Chairman and Deputy Chairman of the Reasons which appeared to them to be conclusive against the Interference proposed by the Board between the King of Oude and his alleged Creditors. This, however, they postponed submitting to the Court, partly from Unwillingness to enter upon this Case till that of the Claims of certain Subjects of the British Government against Subjects of the Nizam's Government was disposed of, and partly from the Expectation they entertained that an Answer would be communicated by the Board to the general Remonstrance against this Species of Interference which was made by the Court on the 9th May last.

In the first place, the Court desire me to represent, that the Question as to the Policy as well as the Right of the British Government to exert its Authority with the Sovereign of Oude for Satisfaction of the Claims referred to was long ago accurately considered, deliberately decided, and solemnly and finally closed; and that they are filled with Apprehension of the Consequences of establishing a Precedent by which every Decision of Government, against which Individuals may conceive that they are entitled to reclaim, becomes unsettled, and by which the Investigation and Decision of the same Subject may be called for from the same Authority again and again, interminably. Even in Matters of ordinary Litigation it is a Maxim, that a Decree by the highest Tribunal should be final*; much more assuredly is this required in the great Concerns upon which it is the peculiar Business of the Government to decide.

The Court most respectfully, but with the utmost Earnestness and Solicitude, request the Attention of the Board to the following Facts, to which, as they have been the Subject of detailed Statement on former Occasions, they think it sufficient briefly to advert.

In 1786 it was resolved by the Governor General in Council †, “that positive Instructions should be conveyed to the Agent at Lucknow that he should not in future solicit the Vizier or his Minister for the Payment of private Debts.”

The Home Authorities not only approved this Resolution, but further said, “We approve of your having declined calling for a List of the private Debts of the Nabob to British Subjects, lest the same might be construed into an implied Intention of giving Assistance to recover them.” ‡

The Governor General, Lord Cornwallis, deemed the Subject of so much Importance that he recorded his Sentiments, with the Reasons of them at Length, in a Minute in April 1787; and in the Letter which he addressed with much Solemnity to the Vizier, dated 15th April 1787, he said, “It is the Intention of the Company and my firm Resolution that no Interference shall take place in the Details of the Affairs of your Excellency's Government;” and afterwards particularly mentioned Interference for Claims of any Description from any British Subject or “Person under the Authority of this Government.” §

It was the Opinion of Lord Cornwallis, that between the entire and perfect Abstinence from Interference with the Vizier and “the total Annihilation of

* Interest reipublicæ ut sit finis litium.

† Lord Cornwallis.

‡ Public Letter to Bengal, 31st July 1787, Par. 174.

§ This Letter, with the Vizier's Reply, has so much the Character of a Compact or Treaty that it is inserted under that Name in the Collection of Treaties printed by the Company in 1812, Page 108.

“ his

" his Influence and Authority there was no advisable Medium * ;" and his Conduct was in strict Conformity with this Opinion.

In 1790 an Application of Captain Edwards was refused by the Bengal Government, considering that even for a Debt which it believed to be just " it would be indelicate and unjustifiable to use the least Interference." †

On a similar Application from the Heirs of Major Darrel the Bengal Government declared, that as the Claim " came under the Description of a private Debt, it would be no less improper with regard to the Vizier than derogatory to the Dignity of this Government to take any Concern in soliciting the Payment of it ‡ ;" of which Decision the Court and the Board approved § ; and upon a subsequent Solicitation to the same Effect they addressed the Bengal Government in the following Words : " The Principle of not interfering in the Claims of the Nabob's private Creditors has been already recognized and inculcated by us in our Letter to your Government from the Military Department of the 4th August 1791, and however the Expectation of Individuals may be disappointed, we cannot see any justifiable Reason to depart from the Line of Policy hitherto adopted." ||

In 1814 the Committee of Correspondence, to whom had been referred by the Court a Memorial from the Lucknow Shroffs and several Letters of Mr. Prendergast, requesting that the Bengal Government might be directed to negotiate with the Vizier for the Satisfaction of their Claims, reported, that " after mature Deliberation they were of opinion that it is not advisable, nor the Practice of the Company, to recommend to the Bengal Government an Interference with the Viziers of Oude in the Manner requested ¶ ;" in which Opinion the Court concurring, resolved, " that the Application of Mr. M. G. Prendergast, for the Subject of his Memorial on behalf of Mooneu Doss and Seetul Baboo to be referred to the Government of Bengal for the Purpose of their negotiating thereon with the Vizier of Oude, be not complied with."

In 1816 the Bengal Government, upon receiving a Memorial from the Parties above named, praying the Government " to compel immediate Payment from the Vizier " of Sums which they specified ; and upon Receipt by the Marquis of Hastings (then Governor General) of a private Letter from Marquis Wellesley, which will be further noticed hereafter, telling the Government that it was its Duty " to urge the Demand upon the Nabob of Oude with all the Force which the Delicacy of such a Question might admit," proceeded " to the Extent of authorizing the Resident at the Nabob Vizier's Court to be the Channel of stating the Claim, and the Opinion of the British Government upon it, for the Consideration of his Excellency the Vizier."

The Court deem it expedient to lay before the Board the whole of that Part of their Letter of 22d February 1819 which conveyed their Sentiments on these Proceedings.

" We have perused the Memorial here alluded to, and the Documents to which you have referred, relative to your Proceedings in compliance with the Solicitations of the Petitioners to induce the Vizier to pay them a Sum of 11,58,700 Rupees, with Interest, being the Amount of Loans made to the late Nabob, Asoph-ood-Dowlah.

" This Memorial we observe was presented to you by Messrs. Fergusson and Clerk, the Agents of Mr. Prendergast, and they allude to a previous Application to us by that Gentleman, as the Agent of the Petitioners here ; but they have not fully stated the Nature of that Application, or of our Determination upon it, which we will therefore here explain.

" Towards the Close of the Year 1813, Mr. Prendergast preferred to the Court of Directors his Request, that they would be pleased to record upon the Proceedings a strong Opinion in favour of the Justice of the Claims of the Memorialists, and that they would direct the Bengal Government to negotiate with the Vizier for the final Discharge of their Demands. The Court, however, in the early Part of the Year 1814, being of opinion that it was not advisable nor agreeable to the Practice of the Company to recommend an Interference with the Vizier under such Circumstances, declined to comply with Mr. Prendergast's Application."

* Minute ut supra.

† Par. 11.

‡ Political Letter to Bengal, 17th September 1817, Par. 25.

† Military Letter from Bengal, 5th Nov. 1790, Par. 9.

§ Military Letter to Bengal, 4th August 1791, Par. 3.

¶ Ibid.

" We find that this Matter has been brought before you, supported by a Recommendation of the Marquis Wellesley, in a Letter to the Governor General, in which he attributes to the Variety of his Occupations while at the Head of the Government that the Business had not then been brought forward. This Letter, we think, ought not to have been made Matter of Record.

" The Instructions which you issued to Mr. Strachey, to take some Opportunity for stating the Demand as one which it would be creditable to the Justice and Honour of his Excellency to liquidate, appear to have been acted upon by the Resident in a Manner directly at variance both with the Letter and Spirit of your Orders. You very properly cautioned him against urging the Claim as one which the British Government formally supports; yet, in his Second Letter to the Vizier, he reminds his Excellency that the Justness of the Claim is entirely admitted by the British Government, who, with its usual Solicitude for your Excellency's Honour and Credit, and the Splendour and Prosperity of your Government, cannot but grant its Support to its own Subjects in directing your Excellency's Attention to this Call on your Justice. We think this Departure from the Tenor of his Instructions on the Part of an Officer of your Government ought not to have passed without Censure.

" You are aware of our decided Opinion upon the Subject of Interference with the Native Princes in Matters of this Kind; but had we no such general Opinion we should feel ourselves precluded from all Right of authoritative Interference with the Vizier of Oude by the existing State of Relations between the Two Governments. We are so much aware of the Difficulty of divesting a friendly Communication to a weaker Power of the Character of Authority, and are so apprehensive that the Consequence of pressing upon the Vizier the Consideration of these Claims might bring upon him others from various Quarters, that we direct you to rest contented with the Attempt you have already made, and to abstain from any similar Proceedings hereafter, at the Instance either of these or any other Claimants."

On the Attempt in 1822 to make the Company responsible for the Debt alleged to be due by the Vizier it is not to the present Purpose to remark, further than to state that it furnished Occasion to a very minute and laborious Investigation by the Committee of Correspondence of the whole Circumstances of the Case, and that at the End of a long Induction of particular Decisions on the Applications of Mr. Prendergast and others for Interference with the Vizier they reported as follows:—

" With reference to all these Circumstances, the Committee of Correspondence submit their Opinion that the Court could not have complied with the former Petitions of Mr. Prendergast on behalf of his Constituents without departing from those established and sound Principles of Policy by which the Company's Government has been guided in its Relations with the Nabob Vizier, without retracting Assurances implicitly relied on by the Prince to whom they were given, without again imposing upon a Friend and Ally an Obligation from which he had been deliberately relieved, and without showing to the Parties in question a degree of Favour which the Court had refused to other Parties possessing similar Claims." And of this Report the Court of Directors unanimously approved.

After such a Series of Decisions in favour of a particular Line of Policy it would require a strong Conviction of its Unsoundness and Tendency to produce evil Consequences to justify the Court, in their own Opinion, in consenting to depart from it; but, on the contrary, when they entirely concur in the Reasons which induced former Courts and Boards of Commissioners to come to the Decisions so deliberately formed, and repeatedly announced, and regard them as establishing, not only on Grounds of Justice and Policy but also the Faith of Treaties, the practical Conclusions which were founded on them, they consider themselves as under a solemn Obligation not to be the willing Instruments of subverting a Policy which they entirely approve, and in which they deem it of the highest Importance that the British Government in India should persevere.

As the Anxiety, however, of the Court respecting the Decision of the Board on this Subject makes them fearful of omitting any thing which seems to them

them calculated to aid in removing the Impression which they deprecate, and as the Draft of the Dispatch prepared by the Board contains a Statement of Reasons in Justification of the Measure which the Board would prescribe, the Court deem it incumbent upon them to make known to the Board the Reflections which that Statement has suggested. They regret that, in presenting these Conclusions, with the Fulness which the Occasion seems to require, so much is necessary to be written; but they trust the Board will ascribe this Effect to its true and only Cause, the Importance which they attach to the Question.

In the Draft, as prepared by the Board, it is said, "As a general Principle we have no Hesitation in expressing it as our decided Opinion that the British Government is not bound to interfere, and ought to be extremely cautious of interfering, in the Recovery of Loans from Native States, unless such Loans were contracted with its previous Knowledge, and * unless the Guarantee of the British Resident was given in Writing upon the Face of the Bond, or † signified by the Resident, in a Dispatch written at the Time to his own Government, as by the Native Sovereign contracting the Loan."

Though it is the decided Opinion of the Court, that such Guarantees as are above alluded to, of Loans to Native Princes or other Parties by any Lenders whatsoever, should be altogether abstained from by the British Government, and indeed interdicted, they nevertheless have great Satisfaction in seeing the Principle of Non-interference so broadly and guardedly laid down as it is by the Board in the above Paragraph. But in the same high Degree in which they estimate the Importance of such a Rule, must they be solicitous that along with the Promulgation of the Rule a Precedent should not immediately be set, by which, if acted upon, the Rule would be utterly subverted, and the Precedent become the Rule in its Stead—a Rule directly opposite to the former both in its Purport and Effects.

The Principle, as laid down by the Board, recognizes Two Conditions: 1st, That the British Government should have been a Party, consenting at least to the original Transaction; 2nd, That it should have given its Guarantee for the Payment: under which Conditions alone any Interference should be attempted by the British Government for the Enforcement of Claims of Debt on Native Princes.

Neither of these Conditions applies to the Case of the Lucknow Bankers. This is not alleged; and it is so clear a Point, that the Court do not think it necessary to enforce it by Argument.

The subsequent Paragraph of the Board's Draft, however, says: "We state the Principle thus broadly and decidedly, to the end that the Orders we are about to transmit to you on the Subject of the present Claim may not be liable to Misinterpretation in the important Particular, that where Money has been advanced to a Native State without a Sanction of the Nature above described" (original Consent or express Guarantee), "we will in no Case, except under very peculiar Circumstances, interfere in view to its Recovery." It is obvious, therefore, that the Justification of the Interference now proposed is, and indeed must be, placed on Plea of "very peculiar Circumstances." With respect to this Plea, the Court do not deny that very peculiar Circumstances may create a Case of Exception to the most important Rules; but in proportion to the Importance of the Rule, it is incumbent on those who would make the Exception rigidly to investigate the Circumstances which are said to be peculiar, and not only to prove that they are peculiar, but that the Peculiarity constitutes a Case of sufficient Importance to demand a Departure from an established and important Line of Action.

With this View, the Court have carefully considered the Circumstances which are adduced by the Board as forming a Peculiarity of that cogent Nature in the present Case; and as they have been conscientiously led to a Conclusion directly the reverse of that of the Board, it is their Wish, as it is their Duty, to point out the Grounds of their Conviction as fully as the Nature of the Case appears to require.

* Query "or."

† Query "and;" otherwise the Passage will import that the Resident's Guarantee, if appearing on the Face of the Bond, should be binding on the Government, whether it had been made acquainted with and sanctioned it or not.

In the Board's Enumeration of Circumstances, the first which appears is this: "That both Lord Cornwallis and his Successor, the present Lord Teignmouth, had repeatedly urged the late Vizier, Asoph-ood-Dowlah, to "put in a Train of Liquidation the large Debt which he had contracted." The "large Debt" here means *all* the Debts of the Vizier. This implies, therefore, the reverse of any thing peculiar as to the Debt of the present Claimants. All the other Debts of the Nabob were equally included; and what was done, instead of being peculiar to any, was common to them all.

It is next said, "That at his Excellency's particular Desire the Governor General in Council authorized Mr. Cherry, then the Resident at Lucknow, "to assist him in ascertaining his true and just Debts, with a view to their "being put in Train of Payment; Mr. Cherry accordingly entered into a "laborious Investigation of the Debts of that Prince, and in a Letter dated "the 14th April 1796 transmitted to the Governor General a List of such "of them as he considered to be just. In that List are to be found the "Names of the Calcutta Bankers." Here, in like Manner, there is not only not any thing peculiar, but there is a direct Statement to the contrary. This Circumstance therefore is altogether unavailing to the Object of the Board, that of making out a Case of Peculiarity for the Interference of the British Government.

There are, however, in this Statement some Things which deserve Observation. The Vizier expressed a particular Desire that the Aid of the British Resident might be lent to him, in order to make a Discrimination between Claims which might be and those which could not be true. This was therefore no Interference of the British Government; it was substantially the Act of the Vizier himself.

It is also stated that Mr. Cherry, after a laborious Investigation, presented a List of such Debts as he considered to be just. It is necessary here to consider the State of the Facts. It could not be that Mr. Cherry had made an Investigation of the Particulars of each Claim, such as is made in a Court of Justice, and such as is indispensably necessary to enable a Judge to determine with Accuracy, not merely that something is due, but how much is due. The Time Mr. Cherry employed in the Investigation was altogether disproportionate to such a Performance. We know well, by the Experience of the Carnatic and Tanjore Commissioners in India, how much Time is required to go into the Detail of such Debts, and to ascertain how much ought in Justice to be paid, how much not. All that it was possible for him to do, obviously, was to separate the Class of Claims which appeared to be altogether groundless and fictitious from those which had more or less in them of what was real. If upon this Ground any such Inference is raised as that all the Claims included in Mr. Cherry's List* ought to be paid in full, we know well, from the Experience of the same Commissions, how erroneous such an Inference would be, and what Injustice would have been imposed on the Vizier if any Coercion had been applied to him on that Principle. Of Claims of precisely the same Description upon the Nabob of the Carnatic not more than Nine per Cent. has been found justly entitled to Payment.

If any Stress is laid upon the Circumstance that the Claims of the Dosses rest on the Evidence of Bonds, it is only necessary to remember, in order to show the Futility of that Circumstance, how many of the Claims on the Two Carnatic Princes rested on the same Foundation, but have not been on that Account spared either from Scrutiny or Retrenchment; and whoever is acquainted with the Mode in which Bonds are habitually manufactured in India, that for a small Sum received the needy Prince grants a Bond for a large One, and that at the End of every Six or Twelve, sometimes Four Months, the Bond is renewed, with the Addition of Interest at Two per Cent. or more per Month, will not question the Propriety of the Course which has been prescribed to the Commissioners, or can possibly doubt the Necessity there would be of a similar

* Mr. Cherry in reality never made a List. He transmitted to the Governor General the List given to him by Rajah Tickait Roy of the Debts standing in the Oude Government Accounts, and afterwards a List of the Debts as claimed by the Creditors. The following Instance of the Difference between the Two Statements sufficiently shows the Necessity of Investigation previous to Payment:

Debt of Doorka Doss.

According to the Accounts of Government	} R ^s 2.23.128	According to his own Accounts, R ^s 9.25.056.
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Scrutiny

Scrutiny of the Bonds* of the Dosses, preliminary to any Proceedings on the Part of the British Government to enforce the Payment of them.

The next Circumstance adduced in the Draft of the Board is the Arrangement which was made with the Two Classes of Creditors, the European and Native, immediately after the Proceeding of Mr. Cherry. The Draft says, "That owing probably to the Removal of Mr. Cherry no Arrangement was made for paying off the Debts included in this List." But why should not that Arrangement, which was completed in Five Months after the Date of Mr. Cherry's List, be considered the very Arrangement to which the Proceeding of Mr. Cherry was intended to lead? By that Arrangement a Composition was accepted, instead of Payment in full, by both Classes of Creditors, with a single Exception in each Class; the Dosses being the Exception in the Native Class. The Terms of the Composition were more favourable to the European than to the Native Creditors, and this was the Ground of the Exception of the Dosses. They were willing to accept a Composition, but not a less favourable one than was offered to the European Creditors. This Practice of compounding with their Creditors, common with the Native Princes of India, deserves some Reflection. *On the Supposition that a great Part of the Claims against them are artificial, and do not represent correctly the Value they received, with a reasonable Interest, this is only a rude summary Mode, congenial with the mental Habits of the People, of sweeping off the undue extortionate Part of the several Claims; and the Acceptance by so many of the Creditors of the Composition offered them may be, without any straining, regarded as presumptive Evidence that, upon the whole, substantial Justice was done to them. Upon the contrary Supposition, that all the Creditors who accepted the Composition were defrauded, every One of those Creditors deserved as much the Interference of the British Government as the Dosses. If it be said that they receive something and the Dosses nothing, it is to be asked how that affects the Principle? Justice or Injustice is not measured by the Sum. Besides, the Act was that of the Dosses themselves, and surely constituted no Case of Peculiarity requiring the Interference of the British Government. There was one Part of their Demand which the Body of Creditors did not receive: the Dosses as to that Part stood in the same Predicament. Another Part the Body of Creditors did receive, the Dosses not, only because they refused to receive it. Whatever Loss they sustained by this Refusal is chargeable only on themselves; but Men must be left to bear the Consequences of their own Acts. It would be a monstrous Rule that Government should employ extraordinary and dangerous Expedients for repairing those Consequences.

Among the other Things which the Court conceive themselves bound to notice in the Draft of the Board is, the Statement that, in the early Stage of the Negotiation with the European Creditors for the Composition which they accepted, Mr. Lumsden (the Resident) took "a Part." The Court are altogether at a Loss to understand the Object of this Statement. It cannot be for establishing (what alone it would be for the Purpose of the Board to establish) that the Case of the Dosses is a peculiar Case; for nothing of what was done by Mr. Lumsden related to it. As little does it prove any thing as to the Justice of their Claim. If it be to suggest the Idea, that the British Resident in this Case had violated the Order under which he acted, of Non-interference, the Court are happy, on looking into the Circumstances, to find that he was guilty of no such Dereliction of his Duty. In the very Letter of the Resident quoted for the Fact in the Draft of the Board, the Words are these: "his Excellency, in the first instance, sent for General Martin and Mr. Johnstone, Two of the principal Creditors, who attended his Summons, but as they did not come into the Terms which were offered them, he afterwards made a Proposition in Writing, through me, to all European Creditors."† And this was the whole of "the Part" taken by Mr. Lumsden in the Negotiation. He was the Channel of Communication

* That these were renewed Bonds is proved by their Dates in 1794, 1795, and 1796, for the Debts were incurred before Lord Cornwallis left India. At how much earlier a Date, with how many previous Renewals, or at what Interest, there is nothing to show.

† 28th Sept. 1796. 11—213.

on the Part of the Vizier, and at his Desire, of a Proposition in Writing to the European Creditors, an Act to which it is surely needless to say the Term Interference can by no means be applied. He was once more the Channel of Communication, in the same Way—a Modification of that Proposition; and with this his Intervention terminated; for the Resident goes on to say, “it happened that all the Creditors were at Lucknow, either in Person or by their Representatives, and after the Discussion of the First and Second Days they negotiated the Business directly with the Vizier’s Servants, without any Intervention on my Part.”

It is stated in the Board’s Draft, and seems to be considered a Matter of Importance, that “both Mr. Lumsden and Sir John Shore expressed Regret at the unequitable Distinction which Asoph-ud-Dowlah had made between his European and Native Creditors.” The Value of this Expression of Regret, as Evidence in the Case, deserves to be carefully weighed, and should be looked at in its true Light.

They should use it only in consequence of their supposing that the European Creditors did not receive more than their Due, and that the Claims of the Native Creditors rested on the same Grounds with those of the Europeans.

If the European Creditors had received more than they ought to have received there was no Room for just Regret that the Native Creditors received less; there was rather Cause for Satisfaction that a second Act of Extortion on the Vizier had not been perpetrated.

Also, if the Claims of the Native Creditors rested on a Foundation in any respect different from that of the European Creditors, there was no Room for drawing a Parallel between them; and the Native Creditors, though they got less than the European in proportion to their Demands, might have got as much, or more, in proportion to their Due.

Now it is a Question which not only may fairly be asked, but which it is indispensable to ask, how the Resident and Governor General could have Knowledge of either of these Facts: either that the Europeans had not received a Payment far beyond an Equivalent for the Loans they had made to the Vizier, or that the Demands of the Native Creditors did not bear a still more extravagant Disproportion to the Sums they had advanced? They had performed no Investigation into the Claims; they had not entertained a Thought of tracing them to their Source, and ascertaining with Accuracy the Circumstances in which they had originated, though they were not ignorant of the rapid Process by which they had been swelled.

It is very clear that in these Circumstances a casual Expression either of the Resident or Governor General, indicating an Opinion upon a Subject with which they were unacquainted, cannot be rested upon as Evidence of any Value at all.

It is to be observed, and for the Elucidation of this Point is an Observation of great Importance, that such pecuniary Transactions with Native Princes were not then so well understood, nor regarded with the same Suspicion and Disapprobation, as they are now. Mr. Johnstone, who was one of the Vizier’s principal European Creditors, and whose Debt amounted to upwards of Seven Lacs of Rupees, was First Assistant of the Resident, and still allowed to retain his Situation. The Scrutiny of the Commissioners into the Debts of the Carnatic Princes had not yet let in the Light, which we have now the Benefit of, on the Mode in which the Debts of the Native Princes originated, and how small the Proportion which the Sums they actually receive bears to the Sums demanded of them. It is not unlikely that the Governor General and Resident, on this Occasion, did really believe that no Part of the Debts was nominal; that the Claims were all honestly made up of the Principal actually lent and the stipulated Interest, though it is now well known that without Inquiry and Proof such a Belief was dangerous and unwarranted.

They were acquainted, however, with the exorbitant Rate of Interest by which the Claims had been swelled, and the reckless Manner in which the Incumbrances had been incurred. The Letter of the Resident to the Governor General, dated 1st September 1795, had stated as follows:—“The ruinous System of borrowing appears more and more daily to have been the Cause of

“ the general Decline of this Government. The Debt has increased annually, by uniting Principal and Interest at Thirty-six per Cent. into new Bonds, to which have been added new Loans at Twelve Months, and some at shorter Periods, Bills bearing Discount tendered in place of ready Money for *Tuncaks* on the Aumils, who again charge Interest on the State for Anticipation on their Risks, while the actual Appropriation of the Revenues has been involved in the mysterious Intricacies of false Intercourse with the Aumil's *Tuncaks*, Debts, and separate Allowances, for Purposes as confused as the general System of Government has been.”

In taking account of Claims originating in such extraordinary Circumstances, with a View to their Liquidation, how would rational Men proceed? They would take the Course which has been prescribed to the Commissioners on the Affairs of the Carnatic Princes; they would subject each Claim individually to a rigid Scrutiny; they would ascertain the Amount of the Principal actually lent; they would add to that a reasonable Interest; and of so much and no more would they award the Liquidation.

This Scrutiny did not suit the Temper nor Capacity of the Vizier; he took the easier Method of telling his Creditors that he would give them so much in Satisfaction of their Claims, and that with this they ought to be contented.

It is necessary now to see what he did pay, and to go as far as we can in determining how near it approached to a reasonable Payment.

The Proposition which was first made to the European Creditors, and transmitted through the Hands of the Resident, was very nearly the same with that which had been already offered to the Native Creditors and accepted. It was, that instead of Thirty-six per Cent. per Annum Compound Interest they should only be paid at Half that Rate of Interest, or Eighteen per Cent. per Annum Compound Interest, and that the Difference should be struck off the Bonds.*

Nobody will deny that this was still very high Interest; and this it had been settled should be paid to the Native Creditors.

There was another Condition, however, which lessened the Benefit. The Native Creditors were to be paid by Instalments in Six Years, the European in Five; and in the meantime no Interest was to run in favour of either Class.

These Terms the Native Creditors, with the Exception of the Dosses, had previously accepted. They were however rejected by the European Classes, and after Negotiation the Europeans succeeded in obtaining Payment in full at the Rate of Thirty-six per Cent. per Annum Compound Interest, and that immediate, they foregoing only the Interest due since the last Date of the Bonds. And this Extortion is what the Governor General and the Resident express their Regret that the Native Creditors also were not enabled to force upon the Vizier.

It thus appears that the Payment which the Native Creditors were to receive, and which was rejected by the Dosses, was Payment at the Rate of Eighteen per Cent. per Annum Compound Interest, subject to the Condition of receiving this Payment by One Sixth every Year, without any accruing Interest upon the Sums deferred. Now when Two Things are considered, first, the comparative Smallness of the Advance in which it is most probable that each of the Demands originated, and, secondly, that Engagements with the Native Princes at such Rates of Interest are never *bonâ fide*, nor is the exact Fulfilment of them, except by Accident, contemplated by either Party, it cannot be pretended that this Rate of Payment to the Native Creditors was an Arrangement to which the Name of Justice can with any Semblance of Reason be attached; and the Court have no doubt, if the Question were put to the Board, they would immediately answer, that they would think it unjust to Interpose the Authority of the British Government for extorting from the King of Oude more favourable Terms of Payment in behalf of any Creditors.

Another Consideration here occurs, which, in the practical View of the Question, is of very great Importance. Asoph-ud-Dowlah died within a few Months after this Agreement with his Native Creditors, and there is nothing to shew that in consequence of it any thing was ever paid to them; at all events, if One of the Six Instalments was paid there was nothing more. The short and uncertain Possession of Power by the spurious Vizier Ali did not

* Letter of the Resident to the Governor General, 28th September 1796.

afford him the Means ; and Saadut Ali refused to be responsible for his Predecessor's Debts. It thus appears that the Dosses actually are in a Condition little worse, if at all, than the rest of the Native Creditors, who, if they have received any thing, have received no more than Six of their reduced Demand ; and it follows clearly and indubitably that if the Dosses have any Ground to claim the Interference of the British Government, every one of the Native Creditors included in that Arrangement has equal Ground ; nor can the British Government, without the most glaring Inconsistency and Partiality, grant its Interference in behalf of one, and refuse it to any other.

The next Circumstance which is adduced in the Draft of the Board is, the Insertion in the Preliminary Treaty with Saadut Ali of an Article relative to the Payment of the "just Debts of his late Brother," and the Omission of any such Stipulation in the Definitive Treaty.

The Debts to which the Article in question referred were no doubt the Debts of the Native Class of Creditors with whom the Arrangement above described had been entered into by Asoph-ud-Dowlah, but upon which Arrangement nothing, or at any rate a Fraction only, of the Debt had been paid.

This Circumstance, however, whatever be its Import, has no exclusive Bearing upon the Claim of the Dosses, and does not in the least Degree aid the Board in making out that Case of Peculiarity, which, by their own Doctrine, it is incumbent upon them to establish, in order to lay a Ground for enforcing Payment of their Claim, after a Lapse of more than Thirty Years, from the King of Oude, by the authoritative Interference of the British Government.

Between the Conclusion of the Preliminary Treaty, however, and the Arrangement of the Definitive Treaty, new Considerations had suggested themselves to the British Government ; and they saw adequate Reasons, as it appeared to them, for withholding any such Article. "The Stipulation," they say, "would involve us in the Necessity of inquiring into the Justice of all Claims, and constitute the Company, in some measure, a Guarantee for procuring the Liquidation of them, which would be attended with very serious Embarrassment."

The Language here employed as to "the Necessity of inquiring into the Justice of all Claims" is indicative of a juster Sense of what is essential to the equitable Adjustment of Debts, viz. a rigid Scrutiny into the Circumstances, than the Language of the Governor General and the Resident manifested before, when they appeared to be contented with a very summary Cognizance of Demands.

It would have been necessary for the British Government, in consequence of such a Stipulation, to have constituted itself a Tribunal of Justice between the Sovereign of Oude and his Creditors. It would have been equally necessary for it to take the Execution of its Judgments into its own Hands, otherwise it must have submitted to the Degradation of permitting Articles, in its own Treaty, inserted by its Authority, to remain unexecuted.

The Court are of opinion that these were Reasons far more than sufficient to determine the Government to the Course which it adopted, and to obtain for its Determination the Sanction and Approbation of its Superiors in England, including Authorities of all Descriptions, from that to the present Time.

The Board's Draft, however, would now make the Court say : "We cannot admit the Validity of this Reasoning, which, if valid, ought most assuredly to have deterred the Governor General from agitating the Subject at all. In the particular Case so many Steps had already been taken as to make it very questionable whether it was still open to the British Government to recede, on the Ground of the general Obligations which Sir John Shore urges."

What "this Reasoning" should have deterred the Governor General from is sufficiently obvious. It should have deterred him from proposing such an Article in the Preliminary Treaty ; but it had no Tendency to deter him from doing what so many of his Predecessors had done, (if that also is meant to be included in the Phrase "agitating the Subject at all,") namely, giving his Advice to the Vizier, in strong and urgent Terms, upon all the Faults of his Administration, his Mode of contracting Debts, and deferring the Payment of them, as well as the rest ; or from allowing the Resident, at the Vizier's Request, to aid him in looking into his Incumbrances, and to be the Channel,

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as in the Case of Mr. Lumsden, of a Communication to One Class of his Creditors; and still less could there be any Reason why, if the Governor General had taken a wrong Step in One Stage of an important Transaction, he should not retract it in another. The contrary would surely be a most monstrous Doctrine.

The latter Sentence in the Board's Paragraph requires special Remark. "In the particular Case so many Steps had been taken." Particular Case here must mean the Case of all the Creditors, for nothing had been done as to the Dosses but in common with the rest. The Reasoning of the Board, therefore, goes to show that the British Government is bound to procure Payment for every one of the Creditors. Are they prepared to act upon that Doctrine? If not, they recede from and abandon their own Ground.

"So many Steps had been taken." These Steps, as enumerated by the Board, are, first, the Insertion of the Article in the Preliminary Treaty; second, the List of Debts transmitted by Mr. Cherry; and these Two Acts are set down by the Board as laying upon the British Government the Obligation of seeing that the Debts of the Sovereign of Oude should all be justly discharged.

To the Court it does not appear that they constitute any Obligation. The Article in the Preliminary Treaty was indicative of a Desire on the Part of the British Government that Justice should be done to the Oude Creditors, and nothing more; but a Wish that Justice should be done to any Man, or Class of Men, gives no Right to any one to demand a particular Exertion for that Effect.

The Act of Mr. Cherry was not indicative even of so much. Being performed expressly in compliance with the Desire of the Vizier, it was essentially indicative of nothing but a Willingness to oblige the Vizier.

It was indeed well known that the British Rulers had tendered their Advice, and been urgent in their Entreaties, to the Ruler of Oude, to arrange honourably with his Creditors. But in all their Expostulations the Ground which they took was that of Concern, not for the Interest of the Creditors, but of the Vizier himself. It was not because it would be good for the Creditors to receive their Money that they urged Payment of them upon the Vizier, but that it was of the highest Importance for the Vizier to free himself and his Administration from the Embarrassments and Disorders which his pecuniary Difficulties created.

The Draft of the Board endeavours to connect the Two Facts, the Article in the Preliminary Treaty and the List of Mr. Cherry, with the Obligation they would thence lay upon the British Government, by saying that they must have created Expectations in the Creditors that the British Government would force the Sovereign of Oude to pay them.

In the first place, the Court not only doubt but are very much disposed to disbelieve that any such Expectations ever existed, but another thing they are perfectly sure of, that if they did exist they were utterly groundless; and though the Court consider Expectations legitimately raised as Matters of Importance, no Man in the World conceives that unreasonable Expectations deserve any Regard.

The Creditors, if they knew what had passed between the British and the Oude Government on the Subject of the Debts of the latter, knew Two Things; first, that the Reason of the British Government's concerning itself in the Matter was declared to be its Desire to improve the Administration of Oude, in which the Relations of the Two States gave the British Government a deep Interest; secondly, the constant and strong Declaration of the British Government that it had no right to urge the Claims of any Creditor upon the Sovereign of Oude, and its firm Determination to abstain from doing so.

If in these Circumstances the Creditors, because the British Government had once had a Thought, but afterwards abandoned the Thought, of getting the Sovereign of Oude to undertake in a Treaty to pay the Debts of his Predecessor, (which however implies that independently of the Treaty the British Government had no right to interfere,) and because Mr. Cherry, at the Request of the Vizier, aided him in making out a List of the Demands upon him, fostered in themselves Expectations that the British Government would do what it had no right to do, and what it was contrary to its Policy to do, such Expectations were only Delusions.

In the Board's Draft a Passage is inserted from the Letter of Colonel Scott, the Resident in 1801, (the Letter in which he states the Declaration of Saadut Ali, that the Adjustment of the Debts of the State of Oude was the Affair of that State, and ought to be exempt from the intermeddling of the British Government,) in the following Words:—"Your Lordship's Sense of the Obligation which his Excellency (the Vizier) owes to Justice and common Honesty to make some Arrangement for the Liquidation of these Debts is so strongly manifested by the Proposition, under certain Conditions, (the entire Transfer of the Vizier's Territories to the British Government,) of taking the Burthen upon the Company, that his Excellency looks with Certainty to the Demand being at a future Period pressed upon him by the Influence and Authority of the British Government."

This Passage is somewhat obscurely worded. The Contingency, however, which is referred to is that Surrender, which had been under Negotiation, of the entire Sovereignty of Oude to the British Government. Of course, in the event of such a Surrender, the British Government would have succeeded to all the legitimate Obligations, without Exception, of the Oude State, and would have paid such of its Debts as came under that Description; not, however, without such a Scrutiny, and such Retrenchments, as have taken place in the Case of the Debts of the Carnatic and Tanjore States, when it succeeded to all their Obligations in consequence of the Surrender of all their Territory. But what Connection there is between such a Responsibility in such a Case, and any Responsibility in another Case which is not only not the same but in every essential Circumstance directly the reverse, the Board have given no Explanation to enable the Court to discern. And equally unable are they to trace even the smallest Connection between the Premises and the Inference of Colonel Scott, that because the Governor General had a Sense of the Vizier's being under Obligation to Justice and Honesty, and because there would have been an Obligation on the British Government to discharge the Debts of the Oude State if the Government of that State had been transferred to it, therefore the Vizier looked with Certainty to his being compelled by the British Government to pay them, though the most explicit Declarations had been made and repeated by the British Government, that it never would be the Instrument of such an Interference.

It is stated in the Draft of the Board, that the Marquis Wellesley refused to affix his Seal and Signature to certain Articles transmitted by the Vizier during the Discussion of the Treaty under Negotiation in 1801, of some of which Articles the Object appeared to him to be, "under the Shelter of the British Name, to cancel all the public Debts of the State of Oude." This Refusal was highly proper in his Lordship, and his obvious and indispensable Duty; but the Court expressly deny that there is any Connection between that Act and an Obligation on the British Government to use its irresistible Means to make the Government of Oude pay those Debts, and still less One single Debt extracted by particular Favour out of the entire Number.

The next Circumstance adduced in the Draft of the Board is, a "Trust" expressed by the Secret Committee in their Dispatch dated 19th November 1803, that the Revenue belonging to the Vizier "would enable him to put his just Debts in a Course of progressive Liquidation." After what has already been said, to show the real Nature of the Anxiety so often expressed by the British Authorities on the Matter of the Oude Debts, it would be unnecessary to add any thing here, if the Court were not anxious to leave nothing unnoticed on which the Board have rested their Case, though, as appears to the Court, it has no Power or Tendency to support it. The Court did wish, and the Supreme Government wished, that the Sovereign of Oude would free himself on honourable Terms from the Embarrassment of his Debts, and they have often told him how much it concerned his Interest. But this is so far from implying a Right or Intention to interfere by coercive Means in any individual Case, or in all the Cases, that it implies the very reverse. They would not have been contented with merely *advising*, if they had thought it their Right, as well as their Policy, to *order* Payment.

The Board further deem it of Importance to introduce the Letter which the Marquis Wellesley, in 1814, addressed to the then Governor General, communicating to him, for his own Information and that of his Government, that it was their bounden Duty to extract from the Vizier of Oude the Payment

(not of his Debts, which had been, and not unworthily, the Subject of earnest Advice by former Governments, but) of a single solitary Debt, that of the Constituents of Mr. Prendergast.

The Court revert to this Transaction with Reluctance ; but so much Weight is attached to it in the Argument of the Board, that they cannot omit such Observations as seem to them necessary to obviate the erroneous Impression which the Board have derived from it.

It seems only necessary to point Attention to the Circumstances of the Letter itself, to prove to the Board that it cannot be considered to have that Weight and Authority in this Question which is attached to it by the Board.

It was written by the Marquis when he had ceased to be Governor General and to have any Concern with the Government of India. It was not written on a Matter of such Importance as might have justified an irregular and uncalled-for Offer of Advice by a great Man well acquainted with the Springs of Government in India, but on a Debt due to a private Creditor by the Sovereign of Oude ; one Debt out of many, peculiarly distinguished by nothing but the Refusal to accept a Composition which had been accepted by others.

The Letter of the Marquis says : “ It will be sufficient for me to assure you, that after full Consideration of the whole Matter my decided Opinion was, that the Memorialists were entitled in Justice and Equity to the full Amount of their Claims.”

The Court cannot understand by this “ full Consideration ” that the Marquis had rigidly investigated the Circumstances of the Case, had explored the Origin and Progress of the Debt, ascertained by Evidence sought for and obtained what was the Sum originally advanced to the Vizier, what Proportion it bore to the Sum now demanded, and whether in this Demand no more than a reasonable Compensation for the Loan, or an unreasonable and extortionate Compensation, was included ? There is nothing in the Circumstances but what goes to a contrary Belief ; the Belief that all the Marquis knew of the Case was, that the Dosses had Bonds for such a sum, an Amount, and that it had not yet been denied by the Vizier that his Servants had granted the Bonds.

What we know with Certainty of the Demand is this, and it is a Matter doubtless of the highest Importance, that the Dosses had refused Payment of the Principal lent with Interest at a Rate which was still high, and that they demanded Payment in full of Interest according to the original Terms.

With respect to the Rate of Interest, a short Explanation is required : The Letter of the Resident, which describes the Arrangement with the Creditors, states expressly Three per Cent. per Month as the Rate of Interest paid to all the Creditors ; nor is there Mention of a lower Rate in any Case in any Part of the recorded Correspondence. At the same Time in the Writings which have been produced as Acknowledgments of the Debt (Memorandums, not Bonds, as they have been generally called) Two per Cent. per Mensem is set down as the Rate of Interest in Five out of the Seven, Two and a Half in one, and Three in another, which is for a small Sum. Till these Writings, however, have undergone Examination, and have been proved to be what they pretend to be, they are no Evidence, and nothing can be rested on their Authority, while all the authentic Documents we possess go to prove that the Rate was Three per Cent. The Fact therefore is, that we have Evidence of the Rate of Three per Cent., but no Evidence of the lower Rate. It is not the Intention of the Court however to lay stress upon this Circumstance, because the Argument is not affected by it. Whether the Rate of Interest was the higher or the lower, they are both unfit to be enforced by the Authority of the British Government. An Interest which might not be extravagant, all Things considered, when the Parties were left to their own Resources, would be manifestly extravagant in the highest Degree were a literal Fulfilment of the Terms to be exacted by the Power of the British Government.

Payment at the Rate of 36, or say 24, per Cent. per Annum Compound Interest, the Letter says, it is the Marquis's “ decided Opinion the Dosses are “ entitled in Justice and Equity to receive ; ” nay, what is more, that “ it was the Duty of the supreme Government to urge the Demand on the Nabob

"of Oude, with all the Force which the Delicacy of such a Question might admit."

The Doctrine of the Marquis, therefore, if carried to its full Extent is, that Justice and Equity call upon the British Government to compel the Head of the Oude State to pay at the Rate of 36 per Cent. per Annum Compound Interest, or say (to avoid Dispute) 24 per Cent., every Person to whom he or any of his Predecessors may have been indiscreet enough to give Bonds upon those exorbitant Terms, without any Inquiry into the Circumstances in which those Bonds originated.

It thus appears, that the Letter of the Marquis, as respects the Debt, is Evidence of nothing. In regard to the other Question of Interference, it testifies his Opinion that Interference ought to be employed. But on that Question it is sufficient to say, that his Opinion is opposed by other Opinions of not inferior Authority, not to insist farther on the paramount Reason of the Case.

What the Marquis of Hastings did in consequence of this Application is also adduced by the Board as yielding Support to their View of the Question; and the Court think it necessary to explain with requisite Fulness the Light in which it appears to them.

The first Thing which is said in the Draft of the Board on this Topic is, "that the Receipt of Lord Wellesley's Letter induced Lord Hastings to investigate the Claim of the Calcutta Bankers." There is, however, nothing to show that Lord Hastings made any Investigation, but much to prove that, beyond a few unquestionable Facts, namely, that the Dosses had Bonds, and that the Grant of Bonds had not been denied by the Vizier, he neither knew nor had inquired.

In the Board's Draft it is added, "and the Result of that Investigation is stated by his Lordship in a Minute of the 1st of January 1816, of which, although not entered on your Proceedings, a Copy has been furnished to us by Mr. Prendergast."

The Court are strongly and not favourably impressed with the Circumstance of a Minute of the Governor General not recorded, and thence not communicated to the Court, but communicated to Mr. Prendergast. What Evidence is there that such a Document ever existed? There is no Entry on the Records to show that such a Minute was communicated to the Council of Government. It is perfectly open to the Court to deny the Authenticity of this most irregular Document; but as the Letter of Instructions to the Resident is in accordance with the Tenor of that Paper, they are not inclined to dispute its Origin, though they deem it highly objectionable to make use of it as a Document of Authority in a Dispatch to India, or as any Ground on which to prescribe a Measure of Importance.

The Draft goes on: From this Minute we learn that in his Lordship's "View of the Case, it" (the Claim of the Dosses) "stood distinguished from the rest of the Claims in the following Particulars."

The Court deem it indispensably necessary, reluctant as they are to occupy the Time of the Board, to examine, in respect to this distinguishing Property, these Particulars one by one.

"That these Bankers, though not Europeans, were British Subjects." The Claim of the Dosses was not distinguished by any Peculiarity in this respect. There were many Claims, not of Native only, but of European British Subjects. Without questioning the Right of the Dosses to be considered British Subjects, there is no Doubt that the Transactions of the Vizier were with an Establishment in his own Capital, subject to the Laws of his State, and entitled to Protection from no other. It is also undeniable that the British Government in all its Branches has repeatedly refused, on Grounds both of Right and Policy, to enforce the pecuniary Claims of its Subjects upon Foreign Rulers; and, in point of reason, it is indisputable, that a Foreign Government has no right to force the Payment of a common Debt from the Sovereign of another State in favour of one Set of Creditors more than another.

"That the Debt which they claimed from Asoph-ud-Dowlah was admitted to be just, both as to the Purity of Origin and as to Amount, by the Nawaub Vizier and by the British Government." This Assertion goes far beyond the Facts. Nothing was acknowledged on the Part of the Vizier but that Bonds had been granted by his Servants; nothing beyond this Fact was known

or inquired after by the British Government, on which to found the Opinion that the Claim of the Dosses was in all its Parts a just Claim. But independent of this, which is the true State of the Facts, still there is nothing here which is peculiar in respect to the Dosses, for all the Creditors in Mr. Cherry's List (how many more it is needless to inquire) were in the same Predicament. Another Observation is required with respect to the Conduct of Asoph-ud-Dowlah. It is but just to take all the Parts of it together. If his admitting the Grant of Bonds is one Part, the Retrenchment which he proposed to make when Payment was about to take place is another. It is not an unreasonable Inference, with our Knowledge of the Frequency with which exorbitant Claims of the Kind in question are compromised in India, and of the Expectation of such Compromise with which on both Sides Contracts are entered into, that the Terms offered by the Vizier, and accepted by the Native Class of Creditors with only One Exception, were not materially different from what the Vizier thought they ought to be. The Inference is confirmed by the Fact that the Vizier thought fit to offer almost precisely the same Terms to the European Creditors, and that through the Hands of the British Resident.

"That the Liquidation of it" (the Claim of the Dosses) "was recommended in the Settlement of the Nawaub Vizier's Affairs." This Circumstance is altogether irrelevant. Such general Recommendations had been frequent, as has already in this Paper been repeatedly brought to view.

"That the Bankers could not vitiate the Quality of their Demands by declining to accept a Composition which they expected to have been brought forward for the Purpose of exacting Sacrifices from some of the Creditors, while others were to receive prompt and full Payment." It is not alleged that the Dosses weakened their Claims by refusing the Compromise. The following Part of the Sentence, "which" (the Composition) "they expected to have been brought forward for the Purpose of exacting Sacrifices from some of the Creditors, while others were to receive prompt and full Payment," is a Distortion of the Facts, and is besides useless to prove the Point of the Marquis of Hastings, that there was in the Claim of the Dosses any thing which recommended it peculiarly for the Interference of Government. To propose a Composition could be nothing else but to propose a Sacrifice, that is, Payment of less than was demanded, and it is at the same Time true that the European Creditors received better Terms; but that does not strengthen the Claim of the Dosses. That other and better Terms were extorted by the European Creditors in nothing concerns the Arrangement with the Native Creditors, which Arrangement was effected before any Proposition was made to the European Creditors, to whom the Proposition which was first offered differed but little from that which had been offered to and accepted by the Native Creditors.

"That the Government did not consider them (the Bankers) as having forfeited a Claim to its Mediation by declining that Composition, but, as would appear from Marquis Wellesley's Letter, did subsequently countenance their Application." They forfeited no Claim by declining the Composition. Any Claim to the Mediation of Government they never had. Government uniformly adhered to its Principle of Non-interference, and therefore never "countenanced their Application," if that means interfering.

"That there was a fair Implication of equitable Reliance on the good Offices of Government, inasmuch as the Money borrowed from the Bankers was known to have been taken up for the Purpose of discharging the Arrears due to the Honourable Company, a Circumstance which, though it afforded no legal Tie, appealed directly to one's Feelings, whether the Bankers must not have been influenced by an ulterior Confidence in the Protection of Government with regard to a Loan whence Government was to draw a material Convenience, and which was therefore agreeable to it." The Non-existence of the alleged Fact from which this String of Consequences is drawn was fully demonstrated in the Report to the Court of the Committee of Correspondence under Date the 19th June 1822, and printed by an Order of the House of Commons under Date the 22d of the same Month.* And besides

* The Writings called Bonds are themselves Evidence against the Allegation. One of them, an Obligation for 3.85.000 Rupees, states that the Money was borrowed for the Expences of the Quadrupeds
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besides this, the Incorrectness of the Reasoning is obvious. During the whole of the Period in which the Vizier had been making Payments to the Company he had been borrowing; there was not one of those Lenders who might not with equal Propriety have affirmed that their Money was borrowed to enable the Vizier to make his Payments to the Company. The Supply drawn by the Vizier from his various Resources constituted one general Fund, from which he provided for his various Necessities, and it is absurd to say that his Payments to the Company were drawn from one Source more than another. If the Nabob squandered his legitimate Revenue, and was obliged to supply its Deficiency by borrowing, how does that concern his Payments to the Company more than any other Disbursement which he had to make.

✓ “ That this Implication was much strengthened when one adverted to the “ Extent and Notoriety of Intercourse between Government and Asoph-ud-Dowlah in pecuniary Concerns.” Because Asoph-ud-Dowlah paid a large Subsidy to the Company, therefore the Dosses were the better entitled to the Use of the Power of the British Government to extort from him Payment in full of their Demand; what Connexion between such Premises and such Conclusion?

“ That in fact there was that Sentiment (of Implication) acknowledged by Government relative to this Loan, but Government confessedly forbore to urge the Repayment lest it might embarrass the Liquidation of the Demands which it was then pressing, on its own Account, upon Saadut Ali.” The Records of the Company afford no Evidence of any such Acknowledgment, or of any such Forbearance, nor can it be traced to any other Source than the Allegation of the Claimants.

“ That these Circumstances took the Bankers Case completely out of the Class of those Demands respecting which the Honourable Court had precluded the Intervention of Government, this Case not being the simple Transaction between Individual and Individual against which the Court had established the Bar, but a Claim heretofore recognized as just by Government, and only suffered to sink through the avowed Preference we had given to our own Interests.” The Court have already examined, one by one, the Circumstances to which the Marquis of Hastings annexes this Effect; and they assert with Confidence, that there is not one of them which has so much as a Tendency to take the Claim of the Dosses out of the general Class of Claims upon the Vizier. In the latter Part of the Sentence there is a Misrepresentation of the Matters of Fact. The Words used convey the Idea, that the Interdiction of Interference made by the Court referred only to Claims of Individuals on Individuals, not to Claims on the Vizier, which is directly contrary to the Fact. “ Recognized as just by Government,” is an equivocal Expression, calculated to carry the Conception of the Reader beyond the Matter of Fact. There was no other Recognition on the Part of Government but that which applied to all the Creditors, at least all who were included in the List of Mr. Cherry; and the Recommendation of Government never went farther than to this, that the Vizier should pay all his just Debts, which did not mean his Submission to extortionate Demands. The last Assertion, not very respectful to the Government to which it applied, is utterly unfounded in Fact.

“ That by the Letter from Mr. Thornton it was indisputable that the Court had put this Construction upon the Bankers Case, and had been withheld from recommending it to the Consideration of Government only by the Principle that the Judgment to be passed on such Questions ought to rest with the Local Authorities.” On the Subject of this Letter the Court will here quote the Observations of the Committee of Correspondence, in their Report to the Court, dated 19th June 1822.

“ Your Committee have seen a Collection of printed Papers which has been

drupeds of “ the exalted Circar.” Another Sum of 3,12,000 Rupees in Mr. Cherry's List as due to Monohur Doss, corresponding in Amount with the Sum of Two of the other Bonds, stands in the Column headed Doab or Cattle Establishment. The Fact that both of these Sums, amounting to nearly 7,00,000 Rupees out of 11,58,000, the total Demand, were a Debt for the Cattle Department, and the Fact that in the rest of the Writings or Bonds the Loans are stated to have been for the Use of the Vizier's Government, are incompatible with the Assertion, that “ the Money borrowed from the Bankers was known to have been taken up for the Purpose of discharging the Arrears due to the Company.”

circulated

“ circulated among the Members of the House of Commons. In this Collection is a Letter dated the 3d March 1814, signed Robert Thornton, and addressed to Lord Moira, the Governor General. Mr. Thornton was certainly, at that Time, Chairman of the East India Company, but there is no Trace of such Letter on the Company's Records; it is manifestly not an official Letter, but a private One, unknown to the Court, neither carrying its Authority, nor in any way binding upon it. And the following Fact will serve completely to invalidate the Assertions which the Letter contains relative to the present Subject. In the Letter in question there is the following Passage: The Deputy, myself, and several other Directors, could not concur in the Opinion of the Majority of the Committee (on Mr. Prendergast's Memorial), which of course swayed the Court; but on referring to the Report submitted by the Committee of Correspondence on the 2d March 1814, and here alluded to, which declined Compliance with Mr. Prendergast's Application, your Committee find that it was signed by the Chairman, (Mr. Thornton,) the Deputy Chairman, and all the Members of the Committee who were then present, viz. Nine Members of a Committee consisting of Eleven.”

Even had the Facts been as represented by Mr. Thornton, and not so entirely the reverse, still the Inferences which the Marquis of Hastings founded upon that Letter would have been altogether unsupported and fallacious.

After all this Display of Reasons, to prove that the British Government ought to extort for the Dosses Payment of a Debt made up of Compound Interest, at the Rate of Thirty-six, or say Twenty-four, per Cent. per Annum, with an original Sum how far real how far nominal not known, what was then the practical Determination?

The Draft of the Board here quotes the very Words of the Minute, as follows: “ We cannot bring forward the Claim to the Nawaub Vizier as one which Government formally supports, because we should have Difficulty in vindicating our Right of Application should he resist it.”

This Confession, after such a Train of arguing, is singularly unfortunate. It is useless endeavouring to prove that you ought to make such or such an Application, when you know before hand that you have no Right to make it.

The Instruction to the Resident accordingly was in these Words: “ While you will forbear from urging the Claim as one which the Government formally supports, you will take advantage of some favourable Opportunity for stating the Demand as one which it would be creditable to the Justice and Honour of his Excellency to liquidate.” This Recommendation differs but in one Particular from many preceding Recommendations, but that a Particular of some Importance, viz. that while former Recommendations related to all the Vizier's Debts, this relates to that of the Dosses only.

The Court consider that this is the proper Place for them to declare what appears to them to be the State of the Case as between the Dosses and the other Native Creditors of Asaph-ud-Dowlah.

The Difference between the rest of this Class and the Dosses is, that the former all agreed to receive Payment from the Vizier on comparatively moderate Terms, the latter refused to receive Payment except on very immoderate Terms; both remained equally, as far as appears, without Payment.

The Difference towards the Two in the Conduct of those who have urged the Claims of the Dosses is this, that they have totally overlooked the Claims of the numerous Parties who would have been contented with Payment on moderate Terms, and have expended all their Zeal in favour of that Party who refused all but the most extravagant Terms.

The Draft of the Board, after stating summarily what occurred in consequence of the Instructions of the Marquis of Hastings' Government to the Resident (not necessary to be noticed here and wholly without Effect), makes the following Observation on the Letter which the Court afterwards addressed on the Subject to the Bengal Government.

“ It is to be observed that this Letter, though it objects to farther Interference with the Vizier, does not impugn the Justice of the Claim, but, on the contrary, admits its Validity as against the State of Oude.” This Assertion the Court wholly disallow. There is in the Letter neither Admission nor In-admission of the Justice of the Claim. The Court appear

to have purposely abstained from declaring any Opinion upon the Subject. It would surely be most improper to construe this into any Admission.

The next of the Board's Paragraphs asserts, that "the peculiar Nature and Circumstances of the present Case" (the Claim of the Dosses) "clearly distinguish it from all others, and preclude the Danger of its becoming a Precedent." The Observations which the Court have just made, on the Circumstances which have been adduced by the Board in support of that Assertion, appear to the Court to prove the contrary; and they desire to be understood as making this Declaration with all the Confidence with which it is possible for them to deliver an Opinion. To the Court it appears decidedly, that no Measure can be adopted to extort Money from the King of Oude in behalf of the Dosses which may not be demanded on equal Grounds, how much soever held invalid by the Court, in behalf of Parties indefinite in Number.

The Board have put the whole Question upon the Issue, nor have the Court hesitated to join it.

In the next Paragraph of the Board's Draft, winding up their Argument, there is a most extraordinary Misconception of the Facts. The Draft says: "It must be remembered that our Interference in the Liquidation of the State Debts of Oude was in the first instance exercised at the formally expressed Desire of the Prince by whom those Debts had been contracted." The Court maintain, that in the Sense in which the Word Interference is now used by the Board, namely, the Use of forcible Means to get Money from the King of Oude for the Dosses, what is above alluded to ought not to be called Interference; to do so, is to use the Word in a double Sense. Mr. Cherry, at the Request of Asuph-ud-Dowlah, lent him his Aid in getting made out a List of the Claims upon him; but is this to be called Interference, in the Way of justifying, on Precedent, a Proceeding of a totally opposite Character?

The Draft immediately afterwards says, that "our actual Interference on that Occasion in favour of the European Creditors made it impossible for us ever to plead the general Principle of Non-interference as a Bar to the Demands of another Class of Creditors, whose Claims were authenticated at the same Time and by the same Authority."

The real Facts have been already stated, and in accordance with these Facts the Court must deny that there was any Interference in favour of the European Creditors. The Resident had no further Concern in the Matter than being the Channel of Conveyance of the Proposition of the Vizier to those Creditors, and he expressly declares that they conducted their Negotiation with the Servants of the Vizier without his Intervention.

The Court cannot sufficiently express their Wonder, that such an Act of studied Non-interference should be said to render it impossible for us ever to plead the general Principle of Non-interference.

"As a Bar to the Demand of another Class of Creditors." Nobody ever pleaded any such Principle as a Bar to any such Claims. The Demands of any Class of Creditors are one thing; the Interference of the British Government to enforce them is another thing. The British Government barred no Claims when it refused that Interference; the Claims remained just as they were before. But it is not fair to the British Government to say that it barred the Claims of a Class of Creditors, which (if the Claims were not known to be unjust) would be a wicked Act, when it did no such thing.

"Another Class of Creditors." The Board here recognize a "Class" of Creditors, a Class in which the Dosses were included; and this is an Admission that the Case of the Dosses is not peculiar, but that every Individual of that Class has similar Claims.

"Whose Claims were authenticated at the same Time, and by the same Authority." If Authentication means a Determination of the just Amount of the Demands, the Court utterly deny that there was any Authentication. The Demands of the European Creditors were paid without any Inquiry; and instead of Inquiry, a Composition was offered to the Native Creditors, and accepted.

The Draft goes on to say, "That in point of fact the Liquidation of the Claims of the Native as well as the European Creditors was actually put in train, and was to some Extent pursued, and this with such Formality and Notoriety

“ Notoriety as to constitute an implied Pledge from the British Government that a Settlement would take place.”

First of all, this is a Declaration that the British Government is under a Pledge to the whole Class of the Native Creditors; not to the Dosses alone.

In the next place, the Court are unable to call to mind another Instance of an Attempt to make a Pledge out of such Materials.

The Expressions “ Liquidation actually put in train,” “ to some Extent pursued,” “ with Formality and Notoriety,” are not calculated to present to view the real State of the Facts.

We know that Mr. Cherry co-operated with the Nabob in making out a List of his Debts; we also know that a Composition was offered to his Native Creditors by the Vizier, and accepted. We know these Two Facts, and we know nothing more whatsoever. We do not know that any body ever received a Farthing in consequence of this Arrangement. This Arrangement was made without so much as the Cognizance of the Resident. The Act was entirely and exclusively the Act of the Vizier. Yet it is affirmed that this Act, in which it had so little Concern, constituted “ a Pledge from the British Government to the Natives that a Settlement” (that must mean Payment) “ should take place.”

“ In supporting,” says the Draft, “ the Case of the Native Creditors, your Predecessors appear to have acted in strict Conformity with the Sentiments of the Home Government, as recorded in the Passage extracted from the Secret Letter of November 1803.” The Court have already remarked upon that Extract, and shown that the Construction here put upon it is unfounded. The Court affirm, and that with the utmost Confidence, that the Sentiments of the Home Government have been invariable, in strong Opposition to any Interference between the Head of the Oude Government and his Creditors.

“ In supporting the Case of the Native Creditors.” It is most improper to apply this Expression to the British Government. It supported no Creditors. Its Advice to its Ally to rectify the Disorders arising from his Debts, as well as from other Sources, was an Act of another Description; and to call it a Support of Creditors is to convey a wrong Impression of the Fact.

The same Objection applies to the following Expression: — “ It seems probable that if the Influence of your Government had been exerted so as to have prevailed on the Sovereign of Oude to discharge the Debts then outstanding, such a Measure would have received the Approbation of the Home Government, and it is a Source of just Regret that this Course was not adopted.”

That which would have received, and constantly did receive, the Approbation of the Home Government, was the Advice about his pecuniary Embarrassments in general, which the Local Government so often gave to the Vizier; but if it is here meant that any thing beyond Advice would have been approved by the Home Government, it is evident from the whole Tenor of the Dispatches that it would not; and it is to the Court, not a Source of Regret, but of great Satisfaction, that a different Course was not adopted.

The Draft thus concludes: “ We feel that it is incumbent on us to use our utmost Efforts to retrieve the present Claimants from the unfortunate Situation in which they are placed. Under a strong Conviction that this is a valid Claim against the King of Oude, we are of opinion that the Settlement of it should no longer be delayed. We are of opinion that the present Claimants are entitled to the same Terms as those which were accorded by Asoph-ud-Dowlah to the European Creditors in 1796.”

“ The utmost Efforts” of the British Government mean Compulsion, either by Intimidation or Force.

“ The present Claimants,” the Dosses. Why them alone?

“ Unfortunate Situation” of a Party who would accept Payment on no other Terms than Thirty-six or Twenty-four per Cent. per Annum Compound Interest.

Why should the Situation of the Dosses be more unfortunate than that of the other Creditors, who were willing to accept Payment on moderate Terms, but never received it?

“ A strong Conviction that this is a valid Claim.” A valid Claim to Thirty-six or say Twenty-four per Cent. per Annum Compound Interest, which the “ utmost Efforts” of the British Government ought to be employed to enforce.

As to this strong Conviction of the Validity of the Claim, the Court cannot forbear asking upon what does it rest? Of the Origin of the Debt the Board can know no more than the Court, which is nothing. The mere Existence of the Bonds, unexamined and unauthenticated as they are, is no Ground for a strong Conviction, nor any Conviction at all, upon the Subject.

The Dosses "entitled to the same Terms as those which were accorded to the European Creditors;" in other Words, Thirty-six per Cent. per Annum Compound Interest. In the Opinion of the Court, neither the European nor any other Creditors should have been paid at that Rate, much less have had the "utmost Efforts" of the British Government employed to compel such Payment.

These Considerations the Court submit to the Board, with full Assurance that they will receive careful and deliberate Attention; and judging by the Conviction which they have produced in themselves, they cannot but entertain the strong Hope and Expectation that they will make a similar Impression on the Minds of the Commissioners.

I have, &c.
(Signed) P. AUBER,
Secretary.

No. 7.

Letter from the Assistant Secretary of the India Board to the Secretary of the East India Company.

Sir,

India Board, 12th Sept. 1833. *

I am directed by the Commissioners for the Affairs of India to address you in reference to your Letter of the 1st March 1833, respecting the Claims of certain Natives of India, British Subjects, and Bankers at Benares and Calcutta, in the State of Oude.

Since the Receipt of that Letter, the Time and Attention of the Board have been so completely engaged by the Measures relating to India and China, which have recently been sanctioned by Parliament, that it was not possible to give to its Contents the deliberate and uninterrupted Examination due alike to the Authority from which it proceeded, and to the important Topics on which it dwelt.

On the Termination* of the Session, however, the Commissioners have lost no Time in taking into Consideration the Statements and Reasonings submitted by the Court of Directors.

It is always with Regret and Reluctance that the Commissioners dissent from the deliberate Opinion of the Court. On the present Occasion they have not failed most anxiously and patiently to examine every Part of this Question, and to weigh every Argument bearing upon it, whether adduced in your Letter of 1st March 1833, or stated in the Course of previous Correspondence.

The Result has been, that the Commissioners see no Reason whatsoever to depart from the Course directed in Mr. Alves's Letter of the 15th December 1832; and I have it in Command to desire, that in conformity with the Provisions of the 15th Section 33 Geo. III. Cap. 52. the Dispatch which was framed by the Board on 15th December 1832 may be transmitted to India without further Delay.

P. Auber, Esq.
&c. &c. &c.

I am, &c.
(Signed) B. S. JONES.

CORRESPONDENCE

BETWEEN

The INDIA BOARD and the COURT OF DIRECTORS
of the EAST INDIA COMPANY, relative to the
CLAIM of Mr. PRENDERGAST, on account of the
LUCKNOW BANKERS, on the KING of OUDE;
together with the ENCLOSURES in the several
Letters; from the 12th of April 1832 to the
latest Period.

Ordered to be printed 27th February 1834.

(18.)

PROCEEDINGS

OF

THE DIRECTORS OF THE EAST INDIA COMPANY

WITH REFERENCE TO THE INSTRUCTIONS

TRANSMITTED TO THEM BY

THE COMMISSIONERS FOR THE AFFAIRS OF INDIA,

To dispatch a Letter on the Subject of the CLAIMS of BABOO RAM Doss and BABOO RAM CHOWN LOLL, Heirs and accredited Representatives of the late MONHUR Doss and SEETUL BAHOO, on THE KING OF OUDE, according to the Tenor of a Draft sent by the Commissioners to the Court.

Ordered to be printed 13th March 1834.

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PROCEEDINGS, &c.

No. 1.

Proceedings of the Court of Directors, 18th Sept. 1833.

At a Court of Directors held on Wednesday the 18th September 1833.

A LETTER from B. S. Jones Esq. at the India Board, dated the 12th Instant, being read, adverting to the Secretary's Letter of the 1st March last, respecting the Claims of certain Natives of India, British Subjects, and Bankers at Benares and Calcutta, upon the State of Oude, stating that the Board have attentively considered the Statements and Reasonings submitted by the Court, but they see no Reason whatever to depart from the Course directed in Mr. Alves's Letter of the 15th December 1832, and expressing the Desire of the Board, that in conformity with the Provisions of the 15th Section, 33 Geo. 3, Cap. 52. the Dispatch which was framed by the Board on the 13th December 1832 may be transmitted to India without further Delay :

Ordered, That the said Letter be referred to the Consideration of the Committee of Correspondence.

Letter from B. S. Jones Esquire (Assistant Secretary to the Board of Commissioners for the Affairs of India) recorded on the Proceedings of the Court of Directors of the 18th September 1833.

Sir,

India Board,
12th September 1833.

I am directed by the Commissioners for the Affairs of India to address you in reference to your Letter of the 1st March 1833, respecting the Claims of certain Natives of India, British Subjects, and Bankers at Benares and Calcutta, on the State of Oude.

Since the Receipt of that Letter the Time and Attention of the Board have been so completely engaged by the Measures relating to India and China which have recently been sanctioned by Parliament, that it was not possible to give to its Contents the deliberate and uninterrupted Examination due alike to the Authority from which it proceeded and to the important Topics on which it dwelt.

On the Termination of the Session, however, the Commissioners have lost no Time in taking into consideration the Statements and Reasonings submitted by the Court of Directors.

It is always with Regret and Reluctance that the Commissioners dissent from the deliberate Opinion of the Court. On the present Occasion they have not failed most anxiously and patiently to examine every Part of this Question, and to weigh every Argument bearing upon it, whether adduced in your Letter of the 1st March 1833, or stated in the Course of previous Correspondence.

The Result has been, that the Commissioners see no Reason whatsoever to depart from the Course directed in Mr. Alves's Letter of the 15th December 1832; and I have it in command to desire, that in conformity with the Provisions of the 15th Sec. 33 Geo. 3. Cap. 52. the Dispatch which was framed by the Board on the 15th December 1832 may be transmitted to India without further Delay.

I am, Sir, &c.

(Signed)

B. S. JONES.

Peter Auber Esq.
&c. &c. &c.

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No. 2.

Minute of the Committee of Correspondence, 25th September 1833.

At a Committee of Correspondence, the 25th September 1833.

A LETTER from B. S. Jones Esq. at the India Board, dated the 12th Instant, stating, with reference to the Secretary's Letter of the 1st March last, respecting the Claims of certain Natives of India, British Subjects, and Bankers at Benares and Calcutta, on the State of Oude, that the Board have again examined every Part of this Question, and weighed every Argument bearing upon it, whether adduced in the Letter above mentioned, or stated in the course of previous Correspondence, and that they see no Reason whatsoever to depart from the Course directed in the Board's Letter of the 15th December last, and desiring that, in conformity with the Provisions of the 15th Section of the 33 George 3. Cap. 52. the Dispatch which was framed by the Board on the 15th December last may be transmitted to India without further Delay, being read ;

And the Dispatch sent down by the Board being likewise read ;

The Committee deliberated thereon ;

And the further Consideration of the Question was deferred.

No. 3.

Minute of the Committee of Correspondence, 15th January 1834.

At a Committee of Correspondence, the 15th January 1834.

THE Chairman, adverting to the Bengal Political Draft, relative to the Claims of the Lucknow Bankers on the King of Oude, which the Board of Commissioners for the Affairs of India have required the Court to dispatch, stated, that since he came into the Chair he has had repeated verbal Communications upon that Subject with the President of the Board, with a Hope that the Board might be induced, either to withdraw the Draft, or greatly to modify its Contents ; and that now, finding that the Board's Decision was unalterable, it became his Duty, without further Delay, to call the Committee's Attention to the Order which has been received requiring the Court to forward the Dispatch :

Whereupon, the Chairman moving the Committee,

It was resolved, That being deeply impressed with a Conviction that the Interference which the Board requires that the Company should exercise with the King of Oude on behalf of the Lucknow Bankers is unjust in Principle, inconsistent with the Relations subsisting between His Majesty and the Company, and would be most mischievous in its Effects, this Committee is of Opinion that the Court cannot consent, even ministerially, to act upon the Orders of the Board, until compelled by Law to do so.

The Chairman was requested to move the Court accordingly.

It was then resolved, That the Chairman be authorized to take Counsel's Opinion, whether it is imperative upon the Court now to sign the Dispatch, as required by the Board, or whether they may abstain from signing it until a Court of Law shall, at the Instance of the Board, decide that the Board's Authority in the Case must be obeyed.

No. 4.

Proceedings of the Court of Directors, 15th January 1834.

At a Court of Directors held on Wednesday the 15th January 1834.

THE Chairman, adverting to the Bengal Political Draft relative to the Claims of the Lucknow Bankers on the King of Oude, which the Board of Commissioners for the Affairs of India have required the Court to dispatch, stated, that since he came into the Chair he had had repeated verbal Communications upon that Subject with the President of the Board, with a Hope
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that the Board might be induced, either to withdraw the Draft, or greatly to modify its Contents; and that now, finding that the Board's Decision was unalterable, it became his Duty, without further Delay, to call the Court's Attention to the Order which they had received requiring them to forward the Dispatch:

Whereupon, the Chairman moving the Court,

It was resolved, nemine contradicente, That being deeply impressed with a Conviction that the Interference which the Board requires that the Company should exercise with the King of Oude on behalf of the Lucknow Bankers is unjust in Principle, inconsistent with the Relations subsisting between His Majesty and the Company, and would be most mischievous in its Effects, the Court cannot consent, even ministerially, to act upon the Orders of the Board, until compelled by Law to do so.

No. 5.

Proceedings of the Court of Directors, 22d January 1834.

At a Court of Directors held on Wednesday the 22d January 1834.

A MEMBER of the Court, with reference to their Resolution recorded on the last Minutes on the Subject of the Bengal Political Draft relative to the Claims of the Lucknow Bankers on the King of Oude, submitted the following Motion; viz.,

“ That, in the Opinion of this Court, a Week's Notice should be given by the Chairman of any Intention on his Part to submit for the Court's Signature the Dispatch respecting the Lucknow Bankers, as proposed by the Board :”

And the Question thereon being put, the same passed in the Negative.

No. 6.

Proceedings of the Court of Directors, 29th January 1834.

At a Court of Directors held on Wednesday the 29th January 1834.

THE Chairman acquainted the Court, that, at the Request of the Right Honourable Charles Grant, the Deputy Chairman and himself had waited upon him this Morning, when Mr. Grant adverted to the Circumstance of the Dispatch sent down by the Board of Commissioners relating to the Claims of the Dosses upon the King of Oude not having yet been signed and forwarded to India, and expressed his deep Regret that he felt himself called upon to take a further Step on that Matter :—

And the Chairman stated that, under the Impression that such further Step would be taken by Mr. Grant before Wednesday next, he should on that Day submit the Dispatch in question for the Signature of the Court.

The Court's Resolution of the 15th Instant, relating to the said proposed Dispatch, was then called for and read.

No. 7.

Proceedings of the Court of Directors, 5th February 1834.

At a Court of Directors held on Wednesday the 5th February 1834.

A LETTER signed by William Astell Esq., Campbell Marjoribanks Esq., William Wigram Esq., John Thornhill Esq., Charles Mills Esq., and Russell Ellice Esq., Members of the Court, respecting the Claims of the Lucknow Bankers, was delivered in and read.

A Letter from William Astell Esq., Campbell Marjoribanks Esq., William Wigram Esq., John Thornhill Esq., Charles Mills Esq., and Russell Ellice Esq., recorded on the Proceedings of the Court of Directors of the 5th February 1834.

To the Court of Directors of the East India Company.

Gentlemen,

Adverting to the Proceedings which have already taken place relative to the Claims of the Lucknow Bankers, we feel it to be our Duty to place upon the Records of the Court the Expression of our Determination not to affix our Signatures, under any Circumstances, to the Dispatch proposed by the Board of Commissioners, because we are impressed with the deepest Conviction that any Attempt to enforce such Claims by the direct Interference of the British Government would be nothing short of an Act of Spoliation towards an ancient and prostrate Ally, that it would compromise the British Character, and lead to Consequences most detrimental to the Continuance of our Rule in India.

WM. ASTELL.
C. MARJORIBANKS.
W. WIGRAM.
J. THORNHILL.
CHARLES MILLS.
RUSSELL ELlice.

No. 8.

Further Proceedings of the Court of Directors, 5th February 1834.

At a Court of Directors held on Wednesday the 5th February 1834.

A LETTER from Edward Lawford Esq., dated the 1st Instant, was read, reporting that the Attorney General applied on the 31st Ultimo to the Court of King's Bench, at the Instance of the Board of Commissioners for the Affairs of India, for a Rule calling upon the Court of Directors to show Cause why a Writ of Mandamus should not issue, ordering the Court to transmit to India a Dispatch relative to the pecuniary Claims of the Lucknow Bankers, according to the Tenor of the Orders and Instructions prepared by the Board, when their Lordships granted a Rule to show Cause accordingly; also forwarding a Copy of the Affidavit of Benjamin Scutt Jones Esq., on which the Application was made, and a Copy of the Short-hand Writer's Notes of what passed on the Occasion.

The Chairman then laid before the Court the Copy of the Rule of the Court of King's Bench alluded to by Mr. Lawford, and which was served upon him this Morning.

The said Copy of a Rule dated the 31st January was read, ordering that the First Day of next Term (the 15th April next) be given to the Court of Directors to show Cause why the Mandamus should not issue, commanding them to transmit to the Governor General in Council at Fort William in Bengal, in the East Indies, a Dispatch relative to the Claims of Monohur Doss and Seetul Bahoo, Bankers, (or their Representatives,) for Monies lent to the Nawab Vizier, Asoph-ul-Dowlah, former Sovereign of Oude, according to the Tenor of the Orders and Instructions in that Behalf transmitted to the said Court of Directors by the Board of Commissioners for the Affairs of India on or about the 15th Day of December 1832.

The Chairman then, adverting to the Notice given by him on the 29th Ultimo, that he should on this Day lay upon the Court's Table for Signature the Draft transmitted to the Court by the Commissioners for the Affairs of India on the Claims of the Lucknow Bankers, prepared in the Form of a Dispatch to Bengal in the Political Department, agreeably to the Order of the Board, withdrew such Notice.

It was on a Motion resolved, That in reference to the Court's Resolution of the 15th Ultimo, not to sign the Board's Draft relative to the Claims of the Lucknow Bankers until compelled by Law to do so, the joint Opinion of the Company's Standing Counsel and Sir James Scarlett be taken as to the Position

tion in which the Court are now placed by the Rule which the Board have obtained from the Court of King's Bench, and whether there be not Ground upon which this Court may either shew Cause against that Rule or appeal to His Majesty in Council.

Letter from Edward Lawford, Esq. (Solicitor to the East India Company) recorded on the Proceedings of the Court of Directors of the 5th February 1834.

Sir,

Drapers Hall, 1st February 1834.

I have the Honour to inform you that the Attorney General applied Yesterday to the Court of King's Bench, at the Instance of the Board of Commissioners for the Affairs of India, for a Rule calling upon the Court of Directors to show Cause why a Writ of Mandamus should not issue, ordering the Court to transmit to India a Dispatch relative to the pecuniary Claims of certain Shroffs of Lucknow upon the King of Oude, according to the Tenor of the Orders and Instructions prepared by the Board, when their Lordships granted a Rule to show Cause accordingly.

The Motion was grounded upon the Facts deposed to in the Affidavit of Mr. Jones, Assistant Secretary to the Board, a Copy of which I transmit herewith. I have also procured the Short-hand Writer's Notes of what passed on the Occasion; and I send a Copy herewith.

I have not yet seen any Copy of the Rule, but as Yesterday was the last Day of Term, the Day on which it calls on the Court of Directors to show Cause will necessarily be the First Day of Easter Term next, which is the 15th of April.

I am, Sir,

Your most obedient Servant,

(Signed) EDW^d LAWFORD.

Peter Auber Esq.

Affidavit forwarded by Edward Lawford Esq. with his Letter of 1st February 1834.

In the King's Bench:

Benjamin Scutt Jones, Assistant Secretary to the Commissioners for the Affairs of India, maketh oath and saith, That it appears to this Deponent, by the official Public Letters, Papers, and Records belonging to the Political Department of the said Commissioners, and this Deponent saith, that on or about the 14th Day of May 1832 Thomas Hyde Villiers Esq., since deceased, the Chief Secretary of the said Commissioners, wrote a Letter to Peter Auber Esq., the Secretary of the Court of Directors of the East India Company, of the Tenor and Effect following:

" Sir,

India Board, 14th May 1832.

" In reference to Mr. Grant's Letter to the Chairman and Deputy Chairman of the 12th April, and also to his Letter of this Date in reply to their Letter of the 9th Instant, regarding the Claims of the Calcutta Bankers on the King of Oude, I am directed by the Commissioners for the Affairs of India to request that the Court will prepare and submit to the Board, with the least practicable Delay, the Draft of an Instruction to the Governor General in Council on the Subject of those Claims, in order that no Time may be lost in the Transmission of an Instruction to the Local Government on this long-pending Question. I have the Honour to be, Sir, your most obedient humble Servant,

" P. Auber Esq., &c. &c. &c. (Signed) THO^s HYDE VILLIERS."

And this Deponent further saith, That the said Letter of Mr. Grant of the 12th April, and the Parts of the said Letters of the 14th of May and of the 9th of May respectively referred to in the said Letter of the said Secretary of the said Commissioners of the 14th of May which relate to the Subject of the said Claims, are respectively of the Tenor and Effect following:

" Gentlemen,

" I have the Honor to inclose to you the Copy of a Letter which has been addressed to me by Mr. Prendergast, the constituted Attorney of Baboo Ram Doss and Baboo Ram Chown Loll, Heirs and legal Representatives of the late

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Monhur Doss and Seetul Bahoo, Natives of Calcutta, and British Subjects. In consequence of the Appeal thus made to me I have taken the whole Subject generally designated as the Claim of the Calcutta Bankers on the Nawaub Vizier into my serious Consideration, and having reviewed all the Proceedings connected with it, from the Commencement of the Transactions in question to the latest Period, I feel it my Duty to submit the following Observations to the Attention of the Court of Directors:—In framing the Instructions contained in the Political Letter on this Subject dated the 12th February 1819 the Government at Home appear to have been influenced by a Disinclination to depart from a general Principle which had on former Occasions induced them to reject Applications from Individuals preferring Claims of a pecuniary Nature upon the Oude Government. The Result, however, of the Review which I have recently taken of the Case of the Calcutta Bankers is a Conviction on my Mind that the Circumstances connected with the Transactions on which their Claim is founded give it so peculiar a Character that the Court and the Board would have been warranted in adopting a different Course. Both Lord Cornwallis and his Successor the present Lord Teignmouth had repeatedly urged the late Vizier, Asoph ud Dowlah, to put in a Train of Liquidation the large Debt which he had contracted; and, at His Excellency's particular Desire, Mr. Cherry, the Resident at Lucknow, was authorized by Lord Teignmouth to afford his Assistance in investigating the Claims of the Creditors, with a view to ascertain the Amount of those which were just and fair. After considerable Exertions devoted to this Inquiry, Mr. Cherry, in a Report dated the 14th of April 1796, transmitted to the Governor General a List of Claims of the above Description, in which were included the Names of the Calcutta Bankers. It seems probable that the Removal of Mr. Cherry from Lucknow deprived the Creditors of the Advantages which they were encouraged to expect from the good Offices of the British Government. In the Month of September 1796, Mr. Lumsden, who had succeeded Mr. Cherry at Lucknow, announced to the Governor General that Asoph ud Dowlah had, through a Compromise, the Result of Negotiations in which Mr. Lumsden had taken a Part, discharged the Debts due to the European Portion of his Creditors, and had made an Arrangement for liquidating the Debt due to his Native Creditors in the Course of Six Years; adding, however, that Munseram, the Agent of the Calcutta Bankers, (relying, I should presume, on the Fact, that the Persons for whom he was acting were British Subjects,) had rejected the Terms thus offered to them by the Vizier, and had insisted on their Right to the same Treatment as that which the European Claimants had experienced at his Hands. Although Mr. Lumsden and Lord Teignmouth expressed their Sense of the Injustice of the Distinction thus drawn between the European and Native Creditors, no Effort was made to prevail upon Asoph ud Dowlah to rectify this inequitable Proceeding. Asoph ud Dowlah died in the Month of September 1797. On the Elevation of Saadut Ali to the Musnud, in January 1798, Lord Teignmouth inserted in the Preliminary Treaty of Benares an Article stipulating that the unliquidated Portion of the late Vizier's just Debts should be paid in the Course of Three Years; which Preliminary Treaty was signed by Saadut Ali; but in the Definitive Treaty concluded at Lucknow on the 21st February 1798 the Article respecting the Debts was omitted. I am by no means satisfied with the Reasons which his Lordship has assigned for thus abandoning the Parties whose Cause he had espoused. The Result was precisely such as might have been anticipated from the Character of Saadut Ali, whose Love of Money was notorious. During the Negotiations with Saadut Ali, which terminated in the Treaty of November 1801, Lord Wellesley distinctly recognized not only the Justice but the Necessity of insisting on the Liquidation of the just Debts of the late Asoph ud Dowlah; and Sentiments of the like Nature were expressed in a Dispatch from the Secret Committee to the Supreme Government, dated November 1803, approving of Lord Wellesley's Treaty. But, notwithstanding these repeated Recognitions by the Authorities, both Abroad and at Home, nothing was done to fulfil the Expectations which had been excited, and most naturally excited, in the Minds of the unfortunate Creditors, 1st, by the Circumstances under which the Debts were contracted, 2dly, by the Investigation entered into by Mr. Cherry, and, 3dly, by the favourable Opinions expressed in their Behalf by Lord Teignmouth and Lord Wellesley.

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Although Saadut Ali possessed abundant Means of satisfying the Claims of his late Brother's Creditors, there is nothing to show that they ever obtained from him a single Rupee. After the Lapse of several Years, Lord Wellesley was induced to address from this Country a private Letter to Lord Hastings, explaining the Circumstances which had prevented him (Lord Wellesley) during the Period of his Administration of India from carrying into effect the Intentions which he had formed in respect to the Payment of Asoph ud Dowlah's Debts, and pointing out the Claim of the Calcutta Bankers as peculiarly entitled to the Attention of the British Government. In the Year 1815, the Agents of the Parties having presented a Memorial to the Governor General in Council, his Lordship issued Instructions (dated 20th April 1816) to Mr. Strachey, the Resident at Lucknow, directing him to "take some favourable Opportunity of stating the Demand as one which it would be creditable to the Justice and Honour of His Excellency to liquidate." Although, in the Execution of his Instructions, Mr. Strachey pressed the Claim in Terms more energetic than those which had been prescribed by Lord Hastings, the reigning Prince, who was the Son of Saadut Ali, and who had inherited his Father's immense Accumulations, refused to entertain the Claim, merely because his Father had neglected to discharge it. Under these Circumstances Lord Hastings did not feel it proper to renew his Interference without the previous Sanction of the Home Government; which Sanction, as already observed, was withheld, for Reasons which I consider to be invalid. I am aware that the Length of Time which has elapsed since the Date of the Political Dispatch of February 1819 creates a Difficulty in correcting the Error then committed; but I conceive that we ought not on that Account to be deterred from using our best Endeavours to obtain Justice, however tardy, for the Parties who stand to us in the Relation of Subjects, and who have sustained a grievous Injury by the Length of Time during which, without any Default on their Part, it has been withheld. The Duty and the Right of Interference on the Part of any Country in behalf of its own Subjects, even as against Independent States, are established by National Law, and recognized in the Practice of all Nations, and of particularly Great Britain. Such Right and Duty are surely not impaired by the Circumstance that the Wrong-doer happens, in this Instance, to be a Prince depending for his Throne entirely on our Support. I think that our Interposition with the King of Oude, in order to obtain the Settlement of this Claim, should be direct and formal; and I cannot better convey my Meaning than by stating, that it is fully expressed in Mr. Strachey's Letter to the Vizier of Oude, dated the 24th October 1816. I propose, accordingly, that the Governor General in Council should be directed to lose no Time in addressing to the King of Oude a Letter to that Purport, and that his Lordship should be desired to instruct the Resident to take an early Opportunity of delivering that Letter to the King, and of verbally explaining to His Majesty the Grounds on which the British Government have felt themselves constrained to press upon his serious Attention a Claim which ought to have been discharged Thirty Years ago, and which the Agents of the Parties have not ceased to prosecute to the utmost Extent of their Power, both in India and in this Country. The Rate and Amount of Interest should of course be settled according to the Law and Usages of the Country in which the Debt was contracted. The Mode and Details of Payment must be Matter of Negotiation between the King of Oude and the Supreme Government. Having thus explained briefly, because the Merits of the Case are well known to you and to the Court of Directors, the Result of my Investigation into the Claim of the Calcutta Bankers, I have to request that you will be pleased to bring the Matter under the Consideration of the Court, and that you will move them to prepare the Draft of a Dispatch to the Governor General in Council, containing Instructions of the Tenor above stated. The Dispatch will of course require the Sanction of the Commissioners for the Affairs of India. I have the Honour to be, Gentlemen, your most obedient humble Servant,

"(Signed) CHARLES GRANT."

"The Chairman and Deputy Chairman
of the East India Company."

“(Enclosure.)—Letter from Mr. Prendergast to the President of the India Board.

“ Sir,

64, St. James's Street, 20th December 1831.

“ I beg leave most respectfully to solicit your Attention to the Case of my Constituents, the Calcutta and Benares Bankers, which, at the Period of the Retirement of your Predecessor, the Right Honourable Lord Ellenborough, was about to receive a further Consideration from his Lordship. As the Documents relating to this Case are recorded at the India Board, and contain the best possible Materials for coming to a Decision thereupon, I will not presume to occupy your valuable Time in a Recapitulation of the Statements and Reasoning by which I humbly conceive that the Claims of my Constituents to Payment of the Bonds which they hold from His Highness the late Asuph-oo-Dowlah have been fully established. The Prayer which I venture to prefer on the Part of those unfortunate Creditors is, that they may at length receive, through the Authority of the Board over which you preside, that Assistance and Protection from the East India Company which the paternal Government of Great Britain would not withhold from any of its Subjects similarly situated towards a Foreign State. Allow me, for the Purpose of maintaining the entire Rights of my Constituents, to add, that while I claim in their Behalf Payment from the King of Oude, as Heir and Representative of Their Highnesses Asuph-oo-Dowlah and Saadut Ali Khan, I still contend that these Loans were originally made under the virtual Guarantee of the Company's Government, and therefore that my Constituents have a special Right to the Interference prayed for with the King of Oude. With Sentiments of the highest Respect, I have the Honour to subscribe myself, your most faithful and obedient Servant,

“ The Right Honourable Charles Grant, (Signed) M. G. PRENDERGAST.”
&c. &c. &c.”

“ Extract Letter from the Chairman and Deputy Chairman of the East India Company to the President of the India Board, dated the 9th of May 1832.

“ The Proceedings which are now pending in Parliament on the Claims of Mr. Hodges on the Zemindar of Nozeed, and of Mr. Hutchinson on the Rajah of Travancore, and the Communication which the Court of Directors have recently received from the Board and from yourself respecting the Claims of Messrs. W. Palmer and Co., on some of the Nizam's Subjects, and those of the Lucknow Bankers on the King of Oude, appear to the Court to be of such a Nature as to make it their indispensable Duty to endeavour to convey to you, and through you to the rest of His Majesty's Ministers, the Conviction which the Court entertain of the pernicious Tendency of the Principle involved in all those Proceedings and Communications. If the Cause of the Lucknow Bankers is to be taken up as you purpose it should be, what can the Court say to the Representatives of Sir Harry Darnley, or to those of Colonel Frith, Major Webber, Captain Edwards, and many others, on whose Behalf the British Government, when solicited, has refused to lend its good Offices with the Vizier; or how will it be possible to resist the Multitude of dormant Claims, not only upon Oude, but upon other Native States, which are known to exist on the Part of Europeans and also of Natives, who are equally entitled to Consideration with the Lucknow Bankers? It is clear to the Court, that if the Authority of the Government were to be employed in the one Case, it would be immediately asked, and could not be refused, in others, and that Demands would arise which it would ruin our Allies to meet. In short, Sir, the Court would do you Injustice if they permitted themselves to think that you had any adequate Idea of the Mischief that would result from the Adoption of the Course which you recommend,—a Course diametrically opposed to that prescribed for the Conduct of the Bengal Government in the Political Dispatch regarding the Claim of the Lucknow Bankers dated the 12th of February 1819, in which you will find the following emphatic Passage, to which, as having been inscribed by the Board whilst the late Mr. Canning was its President, the Court attach more than ordinary Importance, “ We are so much aware of the Difficulty of divesting a friendly Communication to a weaker Power of the Character of Authority, and are so apprehensive that the Consequence of pressing upon the Vizier the Consideration of those Claims might bring upon him others from various Quarters, that we direct you to rest contented

contented with the Attempt you have already made, and to abstain from any similar Proceedings hereafter, at the Instance either of those or any other Claimants." The Court are aware that it has been said that the Loans of British Subjects to Native States have in some Cases been directly beneficial to the Company. They oppose to this Assertion the Declaration of Parliament (37th George 3. Cap. 142. Sec. 28,) that, "that Practice has been productive of much Mischief, and is the Source of much Usury and Extortion." Undue Importance has, in the Court's Judgment, been attached by Claimants and their Advocates to the Circumstance of the Claims having arisen previously to 1797, when the Law to which we have referred was passed. That Enactment was indeed only prospective, and did not profess to affect the past Transactions of Individuals; it left them in point of Law, precisely where it found them, but with a Legislative Declaration of their Impolicy and Impropriety. To contend that it improved their Situation is a strange Perversion of a Law the declared Object of which (Section 8.) was effectually to stop a destructive Practice, "which the wholesome Orders of the Court had not been sufficient to restrain and repress." If a Measure of Interference in favour of the Claimants had been thought right (and it was quite as necessary for them in 1797 as at present), Parliament would surely have authorized it. Was any such Authority given or contemplated? The whole Tenor of the Proceedings of the Legislature prove the contrary; and it would be rather extraordinary, if, after a Lapse of a long Series of Years, when the Sources of Information have for the most part ceased to be available, recourse should now be had to a System of Interference neither countenanced nor contemplated at a Time when Parliament was legislating upon the Subject of Transactions of this kind, and when the Circumstances of most of the Cases might have been ascertained with comparative Facility."

" Extract Letter from the President of the India Board to the Chairman and Deputy Chairman of the East India Company, dated 14th May 1832.

" I have the Honour to acknowledge the Receipt of your Letter of the 9th Instant, relating to the "Proceedings which are now pending in Parliament on the Claims of Mr. Hodges on the Zemindar of Nozeed, and of Mr. Hutchinson on the Rajah of Travancore, and the Communications which the Court of Directors have recently received from the Board and from me, respecting the Claims of Messrs. William Palmer & Co. on some of the Nizam's Subjects, and those of the Lucknow Bankers on the King of Oude." I reserve myself to a future Opportunity to reply to the general Reasoning contained in your Letter on the Subjects to which you call my Attention, and propose to limit myself, on the present Occasion, to a Communication of the Result of the best Consideration which I have been able to give to the particular Cases of the Calcutta Bankers, and of Messrs William Palmer & Co. Regarding the former of these Claims, it would lead me into a Discussion of inconvenient Length if I were here to enter into the Merits of this extensive Subject; nor is such a Discussion necessary, since the whole Question has been so repeatedly canvassed and considered that every Part of it must be familiar to the Court; I must therefore disclaim any Want of Deference towards the Court if I decline to re-argue it in this Place; but I feel it right to express my entire Dissent, in every respect, from the View which you take of this Claim, and of the right Mode of dealing with it. Contenting myself with this general Protest, I shall here offer only Two Observations. In the first place, I do not anticipate any Embarrassment from similar Applications, because this Case is peculiar, and cannot fairly be drawn into a Precedent. In the second place, I conceive that the Effect of this Interposition in behalf of Justice, so far from prejudicing our National Character, can tend only to inspire Confidence in the Rectitude and protecting Vigilance of our Government. On the whole I feel myself obliged, by a Sense of Duty, to renew the Recommendations conveyed to the Court in my Letter of 12th April last. It is necessary, however, to advert more particularly than I did in that Letter to the Question of Interest. On this Point I think that our Interference ought not to be carried to the Extent of the whole Demand. If, on the one hand, the Claimants are justified in urging that the Accumulation has been occasioned by the arbitrary Refusal of Saadut Ali and his Successors to pay the Debt, the King of Oude may, on the other hand, plead, that as the Interference of the British Government would at any Time have effected the Payment, it is in fact to the withholding, or, to speak more properly, to the

withdrawing of such Interference, that the Accumulation is mainly to be ascribed. Under these Circumstances the Amount of Interest to be allowed appears a fair Subject of Compromise; and it will probably be found that the most equitable Principle for both Parties will be to fix a moderate and reasonable Rate of Simple Interest for the whole Period. Such a Compromise, while it would diminish the Pressure on His Majesty, would not overlook the unmerited Injury and Injustice inflicted on the Bankers by depriving them for so many Years of the Use of their Capital. The Means by which this Suggestion is to be effected, and the Details of its Execution, must be necessarily left to the Discretion of the Supreme Government."

And this Deponent further saith, that on or about the 15th Day of December 1832, Henry Scott Alves Esquire, the Acting Assistant Secretary of the said Commissioners, wrote a Letter to the Secretary of the said Court, of the Tenor and Effect following :

" Sir,

India Board, 15th December 1832.

" The Court of Directors having omitted to frame and transmit to the Commissioners for the Affairs of India a Draft of a Dispatch to the Governor General in Council relative to the Claims of the Calcutta Bankers on the Government of Oude, conformably to the Requisition contained in the late Mr. Villiers's Letter to you, dated the 14th May last, I have the Honour to enclose Copies of Orders and Instructions which the Board have themselves prepared on the Subject of those Claims; and I am also to request, that in laying them before the Court you will communicate the Desire of the Board, that a Dispatch, according to the Tenor of these Orders and Instructions, be transmitted to India, agreeably to the Provision contained in the 15th Section of the Act of 33 Geo. 3. Cap. 52. I am, Sir, your most obedient humble Servant,

" H. S. ALVES,

Asst Assistant Secretary."

" Peter Auber Esq., &c. &c. &c.

And this Deponent further saith, that the said Copy of Orders and Instructions was of the Tenor and Effect following :

Draft of a Dispatch to be forwarded by the Court of Directors to the Governor General in Council at Fort William in Bengal.

" The Commissioners for the Affairs of India have communicated to us a Letter which has been addressed to them by Michael George Prendergast Esquire, the Agent of Baboo Ram Doss and Baboo Ram Chown Loll, Heirs and accredited Representatives of the late Monhur Doss and Seetul Bahgo, relative to Claims of those Persons for Money advanced on Loan to the late Nawaub Vizier, Azoph ul Dowlah. 2. During the Course of the last Twenty Years this Claim has, on several Occasions, and in various Shapes, been brought to the Notice of your Government, and of both Branches of the Indian Administration in England. It has also been agitated in the House of Commons, and was referred to a Committee of that House. The Committee were, however, prevented by the Termination of the Session from prosecuting the Inquiry, and did not offer any Opinion as to the Merits of the Case. 3. The last-mentioned Proceeding took place Three Years after the Transmission to India of the Orders contained in our Political Dispatch of the 12th February 1819. 4. As a general Principle, we have no Hesitation in expressing it as our decided Opinion that the British Government is not bound to interfere and ought to be extremely cautious of interfering in the Recovery of Loans from Native States, unless such Loans were contracted with its previous Knowledge and Concurrence, and unless the Guarantee of the British Resident was given in Writing upon the Face of the Bond, or signified by the Resident in a Dispatch written at the Time to his own Government, and approved as well by that Government as by the Native Sovereign contracting the Loan. 5. We state the Principle thus broadly and decidedly, to the end that the Orders we are about to transmit to you on the Subject of the present Claim may not be liable to Misinterpretation in the important Particular, that where Money has been advanced to a Native State without a Sanction of the Nature above described we will in no Case, except under peculiar Circumstances, interfere in view to its Recovery. 6. The Peculiarities which induce us to come forward on the present Occasion will appear from a brief Summary of many of the Transactions connected with the Claim. 7. Both Lord Cornwallis and his Successor, the present Lord Teignmouth, had repeatedly urged the late Vizier, Asoph

Asoph ul Dowlah; to put in a Train of Liquidation the large Debt which he had contracted, and, at His Excellency's particular Desire, the Governor General in Council authorized Mr. Cherry, then the Resident at Lucknow, "to assist him in ascertaining his true and just Debts, with a view to their being put into a Train of Payment; and it was stated to Mr. Cherry that the Governor General had also assented to give his Sentiments on the Adjustment of them, if necessary, taking Precautions, at the same Time, to prevent any Implication of the Company's Responsibility in consequence of such Interference." Mr. Cherry accordingly entered into a laborious Investigation of the Debts of that Prince, and in a Letter dated the 14th April 1796 transmitted to the Governor General, Sir John Shore (the present Lord Teignmouth), a List of such of them as he considered to be just. In that List are to be found the Names of the Calcutta Bankers. Owing, probably, to the Removal of Mr. Cherry from Lucknow to Benares, no Arrangement was made for paying off those Debts; but it appears from a Dispatch, dated the 28th September 1796, from Mr. Lumsden, who replaced Mr. Cherry in the Office of Resident at Lucknow, that Asoph ul Dowlah had adopted the Resolution of paying from his own Treasure the Debts due to his European Creditors; that this had accordingly been effected in respect to the whole of them, with the Exception of Mr. Bruce, who objected to the Terms offered by the Vizier; and that in the early Stage of the Negotiation with the European Gentlemen Mr. Lumsden took a Part. In communicating this Transaction to his Government, Mr. Lumsden stated, the Vizier had previously made an Arrangement with the Native Creditors of a Nature far less favourable to them than that which had been concluded with the Europeans; but that Munso-ram, the Agent of the Calcutta Bankers, had rejected the Terms thus offered, expressing, "his Readiness to agree to receive the Principal in the same Manner as settled with the Europeans, but he was refused." This Proceeding indicated his Sense of the Fairness and Justice of the Claims of his Principals. 8. Both Mr. Lumsden and Sir John Shore expressed Regret at the inequitable Distinction which Asoph ul Dowlah had made between his European and Native Creditors. Mr. Lumsden's Words are these: "I am concerned that it is impossible to persuade the Vizier and his Ministers that his own Credit and true Policy required him to offer the same Terms to his Native Creditors which he had granted to the European." Lord Teignmouth thus replied: "I regret with you the Distinction made between the European and Native Creditors, so little conformable to Justice or Policy." 9. By Mr. Lumsden's Language it would appear that he had endeavoured to persuade the Nabob Vizier to repair this Injustice, but in vain. There is, however, nothing to show that any further Attempt was made at this Time for that Purpose. 10. When in the Beginning of the Year 1798 Sir John Shore had determined to place Saadut Ali on the Musnud of Oude as the legitimate Successor of Asoph ul Dowlah, he concluded with him a preliminary Engagement (the Treaty of Benares), which contained an Article obliging him to liquidate the just Debts of his late Brother in the Course of Three Years. 11. This Article was, however, omitted in the Definitive Treaty; for which Omission the Reason assigned is, that "the Stipulation would involve us in the Necessity of inquiring into the Justice of all Claims, and constitute the Company in some measure a Guarantee for procuring the Liquidation of them, which would be attended with very serious Embarrassment." 12. We cannot admit the Validity of this Reasoning, which, if valid, ought most assuredly to have deterred the Governor General from agitating the Subject at all. In the particular Case so many Steps had already been taken as to make it very questionable whether it was still open to the British Government to recede on the Ground of the general Objections which Sir John Shore urges. 13. It is not probable that the Fact of such an Article having been introduced in a preliminary Form was unknown to the Native Creditors, and the Knowledge of it must have tended to raise their Hopes; but even if they were not aware of that Fact it is indisputable that their Expectations had been previously excited by the authorized, notorious, and laborious Investigation which had been concluded by Mr. Cherry, the British Resident, in pursuance of the Order and under the express Supervision of the Governor General, with a view to the eventual Liquidation of the Debts of Asoph ul Dowlah. 14. Sir John Shore, however, contented himself with saying to Saadut Ali, that although the Article of the Preliminary Treaty of Benares had been withdrawn, "it was still left to his Equity to satisfy such Claims as he might deem fair and just; and that in this

Class he would, upon Inquiry, probably find the Demands of the Shroofs upon the late Vizier; and if so, that it would be to his Interest not to overlook them." 15. This cautious and gentle Recommendation had in point of fact little Weight: Saadut Ali paid not the least Attention to the Claims of the Creditors of his deceased Brother. Pending the Negotiation which terminated in the Treaty of November 1801 the Question of the Debts was re-agitated. In the Month of May of that Year Saadut Ali submitted to Lord Wellesley, through the Resident, Colonel Scott, certain Articles, to which he requested that his Lordship would affix his Seal and Signature. The first Article was as follows: 16. The Payment of the Debts of my Predecessor Asoph ul Dowlah is not stipulated for in the existing Treaty. I am, moreover, unable to liquidate the Debts contracted in the late Reign. But this is an Affair which will be adjusted between the State and the Creditors of the late Nawaub, and regarding which the Company are in no Shape responsible, the Treaty being silent on this Subject. 17. In regard to this Proposition Colonel Scott observes, "It is embarrassing, inasmuch as it avows in Spirit, and almost in Words, a Determination not to discharge any Part of them (his Brother's Debts), and requires your Lordship's direct Confirmation of that Resolve. Although the British Government had not yet interfered, nor called upon the Vizier to discharge the Debts of the State, yet your Lordship's Sense of the Obligation which His Excellency owes to Justice and common Honesty to make some Arrangement for the Liquidation of those Debts is so strongly manifested by the Proposition, under certain Conditions (the entire Transfer of the Vizier's Territories to the British Government), of taking the Burthen upon the Company, that His Excellency looks with Certainty to the Demand being at a future Period pressed upon him by the Influence and Authority of the Company's Government." 18. It appears by a subsequent Letter from Colonel Scott, that when he made the foregoing Observation he was not aware (to use his own Words) "that a Stand had been made to an Article inserted in the Draft of the Treaty with the Vizier, on his Accession to the Musnud relating to the Payment of the late Nawaub's Debts, and that Sir John Shore had satisfied himself with verbally consigning the Liquidation of them to the Justice of the Vizier." 19. In reply to the Reference which had thus been made to him, Lord Wellesley declared that he was precluded by the strongest Obligations of public Duty from affixing his Seal to the Articles, of the first of which it appeared, according to his Lordship, to be the Object, "under the Shelter of the British Name, to cancel all the Public Debts of the State of Oude." 20. The Secret Committee of the Court of Directors, in a Dispatch (since made public) dated 19th November 1803, in signifying their Approval of the Treaty of 1801, observed as follows:—"The Company being now bound to the Defence and Protection of His Highness's Dominions against all Enemies, foreign and domestic, without further Charges to the Vizier, the ample Revenue which remains to His Highness, entirely applicable to the Expences of his Civil Government, will, we trust, place him beyond the Reach of pecuniary Embarrassment, and enable His Highness to put his just Debts in a Course of progressive Liquidation." 21. The last Words evidently allude to the unliquidated Debts due to the Native Creditors, because the Arrangement of 1796 having been duly reported in your Dispatches, the Authorities by whom that Letter was prepared were aware of the Compromise to which the European Creditors had agreed. 22. It was apparently the Intention of the Secret Committee that Saadut Ali should be apprized of the Expectation entertained by them in respect to the Payment of the Debts of his Predecessor. Whether or not any Communication of that Tenor was in fact made to him does not appear from official Documents; but from a private Letter addressed by Lord Wellesley to Lord Hastings, dated 3d May 1814, we are led to conclude the contrary. That Letter, which was placed by Lord Hastings on your Records, and was referred to in your Political Dispatch dated 9th November 1816, is couched in the following Words:—"The Details of the Case are fully stated in the Memorial, and in other Documents, which will of course be submitted to your Excellency's Judgment. It will therefore be sufficient for me to assure you, that after full Consideration of the whole Matter my decided Opinion was, that the Memorialists were entitled, in Justice and Equity, to the full Amount of their Claims, and that it was the Duty of the Supreme Government to urge the Demand on the Nabob of Oude with
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all the Force which the Delicacy of such a Question might admit. The principal Part which I am anxious to explain is, the Cause of my Silence on this Subject during my Administration in India. Inferences might be drawn adverse to the Claim of the Memorialists or injurious to my Sense of Justice from a Circumstance which is in reality to be attributed to the very peculiar State of Affairs during my Government, and to the uninterrupted Train of extraordinary Events which occurred during that Period of Time. The Truth is, that those Events and their Consequences so entirely occupied my Attention, as to leave me little Time for the Prosecution of Claims of a private Nature; and particularly with regard to the State of Oude, my Discussions with the Nabob Vizier on other Points of the most arduous Nature precluded the Possibility of preferring Matters, however weighty in the Scale of Justice, of inferior Consideration in a political and national View. But I repeat to your Excellency my entire Conviction of the Strength of this Claim, and the Propriety of urging it upon the Consideration of the Nabob Vizier, who I trust will be induced to discharge so clear a Debt of Honour, especially as it stands absolutely distinct from any other Demand of any other Creditor of the State of Oude." 23. The Receipt of Lord Wellesley's Letter induced Lord Hastings to investigate the Claim of the Calcutta Bankers, and the Result of that Investigation is stated by his Lordship in Minute of 1st January 1816, of which, although not entered on your Proceedings, a Copy has been furnished to us by Mr. Prendergast. From this Minute we learn, that in his Lordship's View of the Case it stood distinguished from the rest of the Claims in the following Particulars:—that these Bankers, though not Europeans, were British Subjects, and as such entitled to the good Offices of Government; that the Debt which they claimed from Asoph ul Dowlah was admitted to be just, both as to the Purity of Origin and as to Amount, by the Nabob Vizier and by the British Government; that the Liquidation of it was thence recommended in the Settlement of the Nabob Vizier's Affairs; that the Bankers could not vitiate the Quality of their Demand by declining to accept a Composition which they suspected to have been brought forward for the Purpose of exacting Sacrifices from some of the Creditors, while others were to receive prompt and full Payment; that the Government did not consider them as having forfeited a Claim to its Mediation by declining that Composition, but, as would appear from the Marquis Wellesley's Letter, did subsequently countenance their Application; that there was a fair Implication of equitable Reliance on the good Offices of Government, inasmuch as the Money borrowed from the Bankers was known to have been taken up for the Purpose of discharging the Arrears due to the Honourable Company,—a Circumstance which, though it afforded no legal Tie, appealed directly to one's Feelings, whether the Bankers must not have been influenced by an ulterior Confidence in the Protection of Government with regard to a Loan whence Government was to draw a material Convenience, and which was therefore agreeable to it; that this Implication was much strengthened when we adverted to the Extent and Notoriety of Intercourse between Government and Asoph ul Dowlah in pecuniary Concerns; that in fact there was that Sentiment acknowledged by Government relative to this Loan; but Government confessedly forbore to urge the Repayment, lest it might embarrass the Liquidation of the Demand which it was then pressing on its own Account upon Saadut Ali; that these Circumstances took the Bankers Case completely out of the Class of the Demands respecting which the Honourable Court had precluded the Intervention of Government, this Case not being the simple Transaction between Individual and Individual, against which the Court had established the Bar, but a Claim heretofore recognized as just by Government, and only suffered to sink through the avowed Preference which we had given to our own Interest; that by the Letter from Mr. Thornton it was indisputable that the Court had put this Construction upon the Bankers Case, and had been withheld from recommending it to the Consideration of Government only by the Principle that the Judgment to be passed on such Questions ought to rest with the local Authorities. "On this Ground," observed Lord Hastings, "I think the Petitioners entitled to all the Assistance which we can with Propriety afford them; unfortunately that does not go far; we cannot bring forward the Claim to the Nawaub Vizier as one which Government formally supports, because we should have Difficulty in vindicating our Right of Application,

should he resist it ; but I think Mr. Strachey may be instructed to take advantage of some favourable Opportunity for stating the Demand as one which it would be creditable to the Justice and Honour of His Excellency to liquidate.”

24. Instructions founded on the View taken of the Bankers Case by Lord Hastings in Council were accordingly issued to Mr. Strachey, who, in consequence of the Instructions, brought the Matter before the reigning Sovereign of Oude, the Son of the late Saadut Ali. The Answer returned by him to that Application was such as to deter Lord Hastings from renewing it without our Sanction. This having been withheld, no further Attempt has been made to obtain an equitable Adjustment of the Claim.

25. In conformity with the Minute of Lord Hastings before mentioned, his Lordship in Council addressed to us a Letter dated the 9th November 1816, which is recorded, and which, after strongly echoing the Language and minutely repeating the Arguments of the Minute, concludes as follows: “ Under the positive Declaration of the Nabob Vizier not to entertain the Claim, we do not consider ourselves warranted in pressing the Claim further on His Excellency’s Attention, without the express Sanction of your Honourable Court, for whose Consideration and Orders the Case is now submitted.” This Letter was signed by Lord Hastings himself, then Lord Moira, and by Messrs. N. B. Edmonstone, Archibald Seton, and G. Dowdeswell, all Members of Council.

26. In our Reply (dated 12th February 1819) to this Communication we reminded you of our decided Objection to any Interference with the Native Princes in Matters of the Kind under Consideration. We stated, that even without reference to such general Objection we felt ourselves precluded from any authoritative Interference with the Vizier of Oude, by the existing State of Relations between the Two Governments; and adverting to the Difficulty of divesting a friendly Communication to a weaker Power of the Character of Authority, and to the Danger of bringing other Claims on the Vizier, we directed you to rest content with the Attempt which you had already made, and to abstain from similar Proceedings in future.

27. It is to be observed that this Letter, though it objected to further Interference with the Vizier, does not impugn the Justice of the Claim, but on the contrary admits its Validity as against the State of Oude.

28. With regard to the alleged Danger of bringing new Demands on that State, we have before observed in Substance that the peculiar Nature and Circumstances of the present Case clearly distinguish it from all others, and preclude the Danger of its becoming a Precedent.

29. From the foregoing Summary of Facts, though they are rather sketched than developed, a just Opinion may be formed of the present Case. It must be remembered, that our Interference in the Liquidation of the State Debts of Oude, was in the first instance exercised at the formally expressed Desire of the Prince by whom these Debts have been contracted; that our actual Interference on that Occasion in favour of the European Creditors made it impossible for us ever to plead the general Principle of Non-interference as a Bar to the Demands of another Class of Creditors, whose Claims were authenticated at the same Time by the same Authority; that in point of fact the Liquidation of the Claims of the Native as well as the European Creditors was actually put in train, and was to some Extent pursued, and this with such Formality and Notoriety as to constitute an implied Pledge from the British Government to the Natives that a Settlement would take place; that whatever Right of an equitable Kind the public Creditors of Asoph ul Dowlah had before his Death acquired to the Assistance of the British Government for the Recovery of their Debts, such Right, having become fully vested, remained to them on the Occasion of Saadut Ali, and could not be affected by any Omission on the Part of the British Government to press the Claim on that Prince; and, finally, that for the same Reasons such Right remains unimpaired up to the present Hour. We may add, that in supporting the Case of the Native Creditors your Predecessors appear to have acted in strict Conformity with the Sentiments of the Home Government, as recorded in the Passage extracted from the Secret Letter of November 1803. It seems indeed probable, that if the Influence of your Government had been exerted so as to have prevailed on the Sovereign of Oude to discharge the Debts then outstanding such a Measure would have received the Approbation of the Home Government; and it is a Source of just Regret that this Course was not adopted.

30. As the Case now stands, although we are sensible of the

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the Disadvantages under which we are placed by Lapse of Time, we nevertheless feel that it is incumbent on us to use our utmost Efforts to retrieve the present Claimants from the unfortunate Situation in which they are placed. 31. Under a strong Conviction that this is a valid Claim against the King of Oude, we are of opinion that the Settlement of it should no longer be delayed. You will accordingly lose no Time in communicating to the King our Sentiments on this Subject, and strongly urging on him the Importance of an immediate and effectual Adjustment, as due to his own Honour no less than to the Interests of Justice and to the Wishes of the British Government. 32. The Details as to Time and Mode of Payment we must leave to your Discretion to arrange. 33. In regard to the Basis on which the Claim should be adjusted, we are of opinion that the present Claimants are entitled to the same Terms as those which were accorded by Asoph ul Dowlah to the European Creditors in 1796, and for which Munsoram, their Agent, at the Time contended; together with such additional Compensation, in consideration of the Lapse of Time which has since intervened, and for which they certainly are not responsible, as may appear to you fair and equitable."

And this Deponent further saith, that the said Draft of Orders and Instructions contained at the Foot thereof a Direction from the said Commissioners to the said Court of Directors of the Tenor and Effect following :

" India Board, 15th December 1832.

" The Commissioners for the Affairs of India direct that a Letter be dispatched by the Court of Directors in the usual Form, according to the Tenor of the foregoing Draft.

" (Signed) H. T. ALVES,
Acting Assistant Secretary."

And this Deponent further saith, that a certain Representation touching the said Orders and Instructions was made by the said Court of Directors to the said Commissioners, by a Letter bearing Date the 1st Day of March 1833, from the said Secretary of the said Court to Thomas Babington Macaulay Esq., the then Chief Secretary of the said Commissioners.

And this Deponent further saith, that he, this Deponent, acting as such Assistant Secretary as aforesaid, on or about the 12th Day of September 1833 wrote a Letter to the said Secretary of the said Court of the Tenor and Effect following :

" Sir,

India Board, 12th September 1833.

" I am directed by the Commissioners for the Affairs of India to address you in reference to your Letter of the 1st March 1833, respecting the Claims of certain Natives of India, British Subjects, and Bankers at Benares and Calcutta, on the State of Oude. Since the Receipt of that Letter, the Time and Attention of the Board have been so completely engaged by the Measures relating to India and China, which have recently been sanctioned by Parliament, that it was not possible to give to its Contents the deliberate and uninterrupted Examination due alike to the Authority from which it proceeded and to the important Topics on which it dwelt. On the Termination of the Session, however, the Commissioners have lost no Time in taking into Consideration the Statements and Reasonings submitted by the Court of Directors. It is always with Regret and Reluctance that the Commissioners dissent from the deliberate Opinion of the Court. On the present Occasion they have not failed most anxiously and patiently to examine every Part of this Question, and to weigh every Argument bearing upon it, whether adduced in your Letter of 1st March 1833, or stated in the Course of previous Correspondence. The Result has been, that the Commissioners see no Reason whatever to depart from the Course directed in Mr. Alves's Letter of the 15th December 1832; and I have it in command to desire, that in conformity with the Provisions of the 15th Section 33 George 3. Cap. 52. the Dispatch which was framed by the Board on the 15th December 1832 may be transmitted to India without further Delay.

" I am, &c.

" To Mr. Auber.

(Signed) B. S. JONES."

And this Deponent hath been informed and believes, That at a Court of Directors of the said Company duly holden on the 15th Day of January instant, a Record upon the Minutes of their Proceedings was made of the Tenor and Effect following:—"The Chairman, adverting to the Bengal Political Draft relative to the Claims of the Lucknow Bankers on the King of Oude, which the Board of Commissioners for the Affairs of India have required the Court to dispatch, stated, that since he came into the Chair he had had repeated verbal Communications upon that Subject with the President of the Board, with a Hope that the Board might be induced either to withdraw the Draft or greatly to modify its Contents, and that now, finding that the Board's Decision was unalterable, it became his Duty, without further Delay, to call the Court's Attention to the Order which they had received requiring them to forward the Dispatch. Whereupon, the Chairman moving the Court, it was resolved, that being deeply impressed with a Conviction that the Interference which the Board requires that the Company should exercise with the King of Oude on behalf of the Lucknow Bankers is unjust in Principle, inconsistent with the Relations subsisting between His Majesty and the Company, and would be most mischievous in its Effect, the Court cannot consent, even ministerially, to act upon the Orders of the Board until compelled by Law to do so."

And this Deponent lastly saith, that the Correspondence between the said Commissioners and the said Directors on the Subject Matter of the proposed Dispatch hath for many Years past been carried on in the Political Departments of their respective Establishments, and not in any other Department.

Sworn in Court at Westminster Hall, } B. S. JONES.
the Twenty-ninth Day of January 1834.

By the Court.

No. 9.

Proceedings in the Court of King's Bench, Friday 31st January 1834.

In the Matter of the East India Company.

Mr. Attorney General.—I have to move your Lordships, on behalf of the Board of Controul, for a Rule Nisi for a Mandamus against the Court of Directors of the East India Company, to compel them, under the Act of 1793, to transmit certain Dispatches to the East Indies, they having been directed to do so by the Board of Controul.

My Lords, the Case lies in the narrowest Compass. Your Lordships are aware, that, under the Powers vested in the Board of Controul by the Act of 1793, provided the East India Company refuse or neglect to transmit Dispatches to India relating to the Military or Civil Affairs of the Company, it is competent to the Board of Controul to call upon the Directors to transmit such Dispatches as may be prepared by the Board of Controul.

My Lords, the present Case is;—It appears that there was a Loan made by certain Persons, many of them being British Subjects, to the late Government of Oude. The Subject of that Loan was Matter of Treaty between the British Government and the Government of Oude, in which certain Merchants at Calcutta were interested. This has since been the Subject of considerable Correspondence; but the Directors have declined to transmit any Dispatches. The Consequence is, that the Board of Controul, under the Authority of the Act, have prepared a Dispatch. The Act requiring Fourteen Days Notice to be given, the Board have pursued that Course; and they have sent a Dispatch to the Directors, asking them if they wished to make any Alterations in it, but they have declined to do any thing upon the Subject.

Lord Chief Justice.—It is to call upon them to transmit a Dispatch to India?

Mr. Attorney General.—Yes, my Lord.

Lord Chief Justice.—The altered Dispatch?

Mr. Attorney General.—No, my Lord; they decline to send any. We have sent them One, and they have declined to send it to India.

Lord Chief Justice.—Will you have the goodness to turn to the Clause?

Mr. Justice Patteson.—We had a similar Case before us some Time ago, in which all the Acts were referred to?

Mr. Attorney General.—Yes, my Lord. It is the 15th Section of Cap. 52. of the 33d George 3d.

Mr. Justice Taunton.—The former Case turned very much upon the Subject Matter of the Dispatch?

Mr. Attorney General.—Yes, my Lord; and so it will here. The East India Directors, in the Case to which one of your Lordships has alluded, when it came on to be argued, upon showing Cause, contended that it was not within the Range of the Powers given to the Board of Controul, which applied to Revenue and other similar Matters. That was answered by saying that the Company had made it Matter of Treaty, which is the Case here. This is a Case where the Company have treated it as a Matter of Government, and have made it the Subject of a Treaty. The 15th Section is in these Words: "And be it further enacted, That whenever the Court of Directors of the said United Company shall neglect to frame and to transmit to the said Board Dispatches on any Subject connected with the Civil or Military Government of the said Territories and Acquisitions, or with the Revenues thereof, beyond the Space of Fourteen Days after Requisition made to them by order of the said Board, it shall and may be lawful to and for the said Board to prepare and send to the said Directors (without waiting for the Receipt of the Copies or Dispatches intended to be sent by the said Directors) any Orders or Instructions for any of the Governments or Presidencies in India concerning the Civil or Military Government of the said Territories or the Revenues thereof; and the said Directors shall and they are hereby required to transmit Dispatches, according to the Tenor of the said Orders and Instructions so transmitted to them by the said Board, unto the said respective Governments and Presidencies in India, unless on any Representation made by the said Directors to the said Board touching such Orders or Instructions the said Board shall direct any Alterations to be made in the same, which Direction the said Court of Directors shall in such Case be bound to conform to."

Lord Chief Justice.—Take a Rule to show Cause.
Rule Nisi granted.

No. 10.

Copy of the Rule made by the Court of King's Bench.

Friday, the Thirty-first Day of January, in the Fourth Year of the Reign of King William the Fourth.

In the King's Bench:

MIDDLESEX. Upon reading the Affidavit of Benjamin Scutt Jones, it is ordered, that the First Day of the next Term be given to the Court of Directors of the United Company of Merchants of England trading to the East Indies to show Cause why a Writ of Mandamus should not issue, directed to them, commanding them to transmit to the Governor General in Council at Fort William in Bengal, in the East Indies, a Dispatch relative to the Claims of Monhar Doss and Seetul Bahoo, Bankers, (or their Representatives,) for Monies lent to the Nawaub Vizier, Asoph ul Dowlah, former Sovereign of Oude, according to the Tenor of the Orders and Instructions in that Behalf transmitted to the said Court of Directors by the Board of Commissioners for the Affairs of India on or about the Fifteenth Day of December 1832, upon Notice of this Rule to be given to the said Court of Directors in the meantime.

On the Motion of Mr. Attorney General.

By the Court.

No. 11.

Proceedings of the Court of Directors, 12th February 1834.

At a Court of Directors held on Wednesday the 12th February 1834.

Henry St. George Tucker Esq. (Deputy Chairman) and William Stanley Clarke Esq., (a Member of the Court) severally delivered in Letters, in which they state the Grounds upon which they protest against the Proceedings of the Board of Commissioners for the Affairs of India respecting the Claims of the Lucknow Bankers on the Government of Oude, and decline to affix their Signatures to the Dispatch dictated by the Board, and by them ordered to be sent to Bengal upon that Subject; which Letters were read.

Letter from Henry St. George Tucker Esq. (Deputy Chairman) recorded on the Proceedings of the Court of Directors of the 12th February 1834.

To the Honourable the Court of Directors.

Honourable Sirs,

A Writ of Mandamus having been moved for in the King's Bench to compel this Court to sign and forward to India the Dispatch which was sent to us for Signature on the 15th December 1832 relating to the Claim of the Lucknow Bankers on the Government of Oude, I feel it to be my Duty to declare that it is impossible for me to comply with the Requisition of the Board of Commissioners for the Affairs on this particular Occasion.

I am quite aware that I am called upon to act ministerially only in signing the Dispatch of the Board; but there are Cases where I cannot act even ministerially; there are Obligations superior to that of yielding Obedience to a Mandamus; and there are Acts which the Law itself cannot command—Acts which cannot be performed without a Violation of those Principles on which all Law is founded. The Legislature can, no doubt, invest a Public Functionary with large discretionary Powers; but these Powers can never extend so far as to give a legal Sanction to an Act in itself illegal and criminal.

The Order which we are required to issue has for its Object to enforce Payment of a Claim which has never been admitted or substantiated, which takes its Origin some Forty Years ago, and which is understood to amount, with Interest, to more than a Million Sterling. The Claim must be enforced against One whom we recognize in the Character of a Sovereign Prince, and whom we must lay prostrate and involve in Ruin, if, disregarding his Remonstrances, we persist in compelling Payment of this Demand without a regular Adjudication, since it is well known that it will be followed by other Demands of the same kind to an enormous Amount. Let it be remembered always that this is only One of many Claims on the State of Oude which we may be called upon and which we have been called upon to enforce; and I can perceive no Ground whatever for separating it from the rest, or for exerting in favour of the Claimants an Authority or Influence which we will not exert in any other Case.

If it be not intended to use Force in the Execution of the Orders of the Board they will remain inoperative; they will effect nothing; and they will be, indeed, worse than useless; for every Means short of Force were resorted to in 1816 for the Purpose of inducing the Nawaub to satisfy this particular Claim. The next Step must then be a resort to Military Execution, or the Threat of Military Execution; and who is prepared to say what Consequences may result from such a Proceeding? One Effect must certainly be produced, we must sink in the Estimation of our Allies and Native Subjects, for the Act will be stamped in their Minds with the Character of Injustice and Oppression; and who is so ignorant as not to perceive that the Loss of Reputation must, in our peculiar Situation in India, endanger the Stability of our Power. Far from wishing to carry on a hostile Contest with the Board, my Study has been, in the Station which I have the Honour to hold, to promote a good Understanding between the Two Authorities, to conciliate Confidence, and to smooth away Difficulties, as far as this could be done without compromising the Independence of the Court or the Interests of the Public Service. I have followed this Course both from Inclination and upon Principle; for even when
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the Two Authorities concur and cordially co-operate, the Work to be performed is of such Magnitude as to be almost beyond our Power of Execution; while it is quite apparent, that if Collision take place, if Discord prevail, and habitual Opposition be offered on either Side, the Machine of Government must absolutely stand still.

But here let me render an Act of simple Justice. During the brief Period in which I have had the Honour of assisting at personal Conferences with the President of the Board, I have found that Minister as anxious as the Chairman and myself to promote Harmony, and to consult the Interests of the Service. Every Question has been debated with Fairness and Candour, and the greatest Solicitude has been shown to remove every Cause of Difference, and to allow the utmost Weight and Consideration to every Proposition which our Duty has led us to bring forward on the Part of the Court.

On this One Point the Difference has been extreme and irreconcilable, involving a Principle which it was impossible for us to concede. We could not consent to be Parties in overturning the deliberate Decision of successive Courts and successive Boards. If the Judgment of our Predecessors is to be set aside after the Lapse of a long Period of Years, without new Facts being adduced, without the Case assuming any new Feature, what would be stable in our Proceedings?—what Resolution would be permanent?—what Act would be final? During the long Administration of Marquis Wellesley, when the Case was more recent, and the Facts more susceptible of Proof, no Step was taken by the Supreme Government to obtain an Adjudication of the Claim. His Lordship's subsequent Advocacy of it was at a Time when he had no official Responsibility, and when he was not in a Situation to pronounce a Judgment. Lord Hastings, although evidently disposed to favour the Claimants, limited his Interference to importunate Recommendations to the Nawaub, through the Resident at Lucknow, and admitted that the Case was not one which the British Government was warranted in formally supporting. But the whole Question has been so fully canvassed in the Court's Letter of the 1st March last that it is quite unnecessary for me to enter upon any further Examination of its Merits.

I am called upon then to make a decided Stand; and I feel that it ought to be made at all Hazards. Adjusted as are the Powers between the Two Departments, what gives or can give Weight and Influence to the Court? The Knowledge, Experience, and Political Integrity of its Members; take away these and the Board become supreme.

The Court, by manifesting on great Occasions firm Resolution and a high Spirit of Independence, will raise its own Character, and inspire Confidence and Respect. Our Servants, who have not always shown a becoming Deference to our Authority and Station, will learn to obey a Power which is prepared calmly to resist that which it believes to be wrong, and steadily to enforce that which it feels to be right; and, acting thus, our Constituents and the British Public and the People of India will be satisfied that the Court of Directors is what it ought to be,—an efficient Organ of Administration to whom the Interests of a great Empire may safely be confided.

I have the Honour to be,
Gentlemen,

Your very obedient faithful Servant,
(Signed) H^y S^t G. TUCKER.

East India House,
5th February 1834.

Letter from William Stanley Clarke Esq. recorded on the Proceedings of the Court of Directors of the 12th February 1834.

I have read with careful Attention the various Papers and Correspondence connected with the Case of the Lucknow Bankers, and have minutely examined the Reasoning contained in the Letter of the Right Honourable the President of the India Board, bearing Date the 14th May 1832, together with a Draft of a proposed Dispatch from said Board of the 15th December following, as well as the Observations and Remonstrance contained in the elaborate, and, in my Apprehension, convincing Letter from the Secretary of the East India
(23.) C 3 Company,

Company, addressed to the Secretary of the Board, dated 1st March 1833; and whilst willing to give all possible Weight to the distinguished Talent and reputed Honesty of Purpose of the Right Honourable President, I protest I cannot conceive how he has arrived at his Conclusions from the several Data upon which he reasons; especially where he assumes the Claim in question to be of a "peculiar" Description, so unlike all others as to be free from the Liability of forming a Precedent that would prove, if it be so, not merely dangerous but ruinous in its Consequences. I have diligently, but, in vain, searched to discover such Peculiarity of Feature; and it is with no ordinary Degree of Pain I feel impelled by a Sense of Duty to challenge the Propriety of adverting and attaching Weight to a private Letter from the Marquis Wellesley, written when he was no longer in the Position of a responsible public Functionary, and addressed to the late Lord Hastings, also to the Governor General's private Minute of the 1st January 1816, but which was never entered on the public Records, in view to establish a Case involving Interests of such grave Magnitude, the Soundness of which ought, if so susceptible, to be made out from the public Records alone; whilst it is obvious that any Interposition on the Part of the Supreme Government, beyond what has been already exercised, in the Shape of repeated Advice to the Nabob Vizier, towards an equitable Discharge of his just private Debts, would be an Infraction of an existing Treaty, and a consequent Departure from that Spirit of good Faith, a Reliance on which amongst the Native Princes and their People has mainly contributed to exalt the British Name, and proportionately to increase its moral Strength with that vast Community. Moreover, when the Test of Experience, so prominently exemplified in the Investigation of the Carnatic Claims, and the Result of which was a Reduction of those Claims from an Extent of Thirty Millions, when sifted of their untenable Dross, down to Two Millions, stares us as it were in the Face, I would fain ask every honourable-minded Man if he can conscientiously lend his Authority towards a coercive Liquidation of Claims of a similar Character and Origin, from a Prince whose Independence our Government professes to recognize, though de facto living under its Protection, and in all events without first passing through the same Crucible of careful and scrupulous Analyzation with the Carnatic Claims? though how such Process, in the existing relative Position of the Two Governments, could be carried into effect, I am at a loss to devise.

I may perhaps, in conclusion, be permitted to notice what appears to me a Discrepancy between the revised View on the Question of Interest taken by the Right Honourable the President in his Letter of the 14th May and the latter Paragraph as proposed in the Draft of the Dispatch of the 15th December, which the Court are now called upon and threatened with a Mandamus to enforce their giving Validity to by signing. In the former, the President states, that on Reflection he considers, for Reasons he therein assigns, "a moderate and reasonable Rate of Simple Interest" will be the equitable Standard. In the latter, a specific and unqualified Instruction is given to the Supreme Government to adopt as a Basis the same Principle of Liquidation in adjusting the present Claim as was observed in the Payment of the European Creditors, and which there is Ground for Belief was with an accumulative Rate of 36 per Cent. Compound Interest.

On the foregoing Premises, I am reluctantly, but imperatively, led, solemnly to protest against being required to append my Signature to a Document so utterly exceptionable both in Principle and its probable Consequences, if enforced.

12th February 1834.

(Signed) W^m STANLEY CLARKE.

No. 12.

Proceedings of the Court of Directors, 19th February 1834.

At a Court of Directors held on Wednesday the 19th February 1834.

LETTERS from John Loch Esq., Chairman, and from W. B. Bayley Esq., J. R. Carnac Esq., Henry Alexander Esq., Richard Jenkins Esq., and Henry Shank Esq., (Members of the Court,) explanatory of their View of the Course to be pursued with respect to the Draft of a Dispatch proposed by the Board of Commissioners regarding the Claims of the Lucknow Bankers upon the King of Oude; which Letters were read.

Letter from John Loch Esq. (Chairman), William Butterworth Bayley, James Rivett Carnac, Henry Alexander, Richard Jenkins, and Henry Shank, Esquires, recorded on the Proceedings of the Court of Directors of the 19th February 1834.

To the Honourable the Court of Directors.

Gentlemen,

Although extremely reluctant to trouble the Court with any written Statement explanatory of the Motives which influence my public Conduct, yet, being unable to concur in the View which several of my Colleagues have expressed of the Course necessary to be pursued with respect to the Draft regarding the Claims of the Lucknow Bankers, I think it right to record the Grounds upon which I differ from them.

The Draft in question has been framed by the Board under the Authority given to them by the 15th Section of the Act of the 33d George 3. Cap. 52. The Court have availed themselves of the Right reserved by the same Section to remonstrate; the Remonstrance, and our individual Exertions in support of it, have been without Effect. The Board insist upon the Draft being dispatched, and have resorted to a Court of Law for the Purpose of enforcing their Authority.

A Determination on the Part of a Director not to affix his Signature under any Circumstances to such a Draft appears to the best of my Judgment to be tantamount to a Determination to resist the Operation of Law, which, if participated in by a Majority of the Directors, would stop the Wheels of the Indian Government, and if confined to a smaller Number cannot save them from sharing whatever Responsibility the Court may be considered to incur so long as they continue to be Directors. I feel it never could consist with my Sense of Propriety to remain a Director after I had decided not to be a Party in carrying on the Affairs of the Company under the System which the Legislature has prescribed, much less should I consider myself justified in determining and advising my Colleagues to abstain from doing what the Law has imposed; for I cannot imagine any Doctrine more fatal to every Principle of Government than that a Person filling a high and responsible Station may judge for himself whether or not he will pay Obedience to the Laws enacted for his Guidance. If the Legislative Enactments regarding the Company are defective, it rests with us to point out the Defects, and with Parliament to apply a suitable Remedy; but as long as the Laws exist we are, I submit, bound to obey them. This at least is my View of our Duty, and which it is especially incumbent upon me, as filling the Chair, faithfully to discharge.

Neither can I allow that any Responsibility attaches to the Directors for Acts done by them in obedience to the Authority of the Board, when exercised in opposition to the Protests of the Court. Sooner than be responsible for this Draft I would resign my Seat. But no such Responsibility exists. If I sign it, I do so ministerially, and because the Law compels me; and surely every Director knows that he is required, in some Cases, to do what the Secret Committee is always required to do, to act merely ministerially in communicating to the Indian Governments Orders and Instructions for which the Board are exclusively responsible.

That there may be Circumstances of a public Nature which, although only affecting me ministerially, would induce me to decline any longer to act in the Direction, I fully admit. If the Board, for Example, were imposing upon the

Court a System of Government which appeared to me to involve the vital Interests and Stability of the Company and the general Character of its Administration, I should not hesitate to relinquish my Seat, and to explain to the Proprietors my Reason for so doing; but that is not our present Situation. The Deputy Chairman has stated, and I most cordially concur with him, that since we have had the Honour of communicating with the President of the Board as the Organs of the Court that Minister has manifested an anxious Desire to consult the Interests of India. A Decision on the Question of the Claims of the Lucknow Bankers has unfortunately been passed by the Board, and our utmost Efforts to change it have been unavailing; but whilst there is not a Member of the Court who more deeply and sincerely regrets the Course which the Board has taken than myself, I feel it would not become me upon that solitary Ground to adopt the strong Alternative of Resignation, instead of placing my Name ministerially, and under Protest, to the Dispatch.

Every Director is bound "to support the Company by his best Advice, Counsel, and Assistance;" I acquit myself of that Obligation upon this Occasion by the Counsel I have given and shall continue to give, that the Court should use every legal Means in their Power to prevent the Transmission of this most objectionable Dispatch, but that after having done so they should obey the Law, and by that Example inculcate in others the important Duty of Obedience to their legal Orders.

I remain,

Gentlemen,

Your obedient Servant,

(Signed) JOHN LOCH.

19th February 1834.

I beg to express my entire Concurrence in the Views and Sentiments of the Chairman, as expressed in the foregoing Letter.

19th February 1834.

(Signed) W. B. BAYLEY.

We entirely concur in the Views which the Chairman has expressed. The Court cannot resist the Authority of the Board further than the Law will allow, and we should not object accordingly to sign the Dispatch ministerially, under Protest, provided the eminent Counsel whom the Court has unanimously resolved to consult shall advise that no legal Grounds of Resistance remain.

(Signed) J. R. CARNAC.

H^y ALEXANDER.

R^d JENKINS.

H. SHANK.

19th February 1834.

No. 13.

Proceedings of the Court of Directors, 26th February 1834.

At a Court of Directors held on Wednesday the 26th February 1834.

A LETTER from John Forbes Esq. a Member of the Court, respecting the Claims of the Lucknow Bankers on the King of Oude, was delivered in and read.

A Letter from John Forbes Esq., recorded on the Proceedings of the Court of Directors held on Wednesday the 26th February 1834.

Gentlemen,

East India House, the 26th February 1834.

The various Views taken by the Court on the Claim of the Calcutta Bankers Monhur Doss and Seetul Baboo, and on the Policy of Interference to promote its Adjustment, render it necessary that each individual Director should make some Declaration on the disputed Points; and that Necessity is the more apparent in the Case of one who finds himself in an unsupported Minority. Such a Position may subject him to a Charge of Presumption in opposing himself to the Decision of a Body of Gentlemen generally distinguished by their Experience and Ability; but the paramount Duty of acting an independent Part, when the Facts presented to his Reflection lead him to an opposite Conclusion, cannot be denied by those who themselves exercise the Right of following a similar Course.

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As briefly then as is due to so important a Subject, I would state the Reasons which influence my Opinion that the Claim is, in the first instance, founded in Justice, and in the next, that it is incumbent on the Company to address its strongest Representations to the King of Oude to effect a Settlement of it.

In the first place, the Predecessors of the Claimants in the Year 1794 advanced to the Vizier of Oude, Azoph ud Dowlah, a Sum of 11.58.700 Sicca Rupees, for the Use of his Government, on the Security of Bonds bearing Interest at 36 per Cent. Nor were his Obligations limited to this single Case. The heedless Rule of the Nabob had involved his Finances in such Arrear, and so heavy were the Demands upon his Revenue on various Accounts, but chiefly for the Payment of a large Subsidy, Fifty Lacs, to the Company, that he was constrained to the Resource of borrowing in any Quarter where he could find Lenders. Accordingly we find an Array of Europeans as well as Natives in the Number of those who made Advances to him for the same Object, and under the same Conditions as that of the Bankers.

Under the Relations subsisting between the Vizier and the Company, and the Necessity that he should place his Finances on a better Footing, with a view to a more wholesome Administration of his Government, Lord Cornwallis and Sir John Shore repeatedly urged the Liquidation of the Debt he had contracted. This was the First Act of Interference. In pursuance of this Advice, and in order to ascertain his Debts, it appears the Vizier applied to the Governor General for the Assistance of Mr. Cherry, the Resident at the Court of Lucknow. On the Compliance of Government Mr. Cherry instituted the Inquiry, and on the 14th of April 1796 transmitted to Lord Teignmouth a List of the Oude Creditors, in the Enumeration of whom appeared the Names of the Calcutta Bankers. This was the Second Act of Interference.

On the Completion of this Inquiry the Vizier proposed a Compromise to his Creditors, the Terms of which were, that instead of Compound Interest at 36 per Cent. per Annum their Claims should be made up at 18 per Cent. to a certain Period, the Europeans to be paid by Instalments in Five Years, the Natives in Six. This Compromise was accepted by the Native Creditors, with the Exception of the Claimants, but rejected by the Europeans, with One or Two Exceptions, although the Statements are somewhat contradictory, who maintained and received the Payment of their Claims in full. This Inequality on the Part of the Vizier called forth the just Reprobation of Lord Teignmouth; and Mr. Lumsden, who succeeded Mr. Cherry, appears to have represented to the Vizier that "his own Credit and true Policy" required him to give the same Terms to his Native Creditors which he had granted to the Europeans. This was the Third Act of Interference.

Of the actual and decided Interference of the Government, therefore, through the Agency of their Residents, in a Question the Settlement of which had been urged by Two successive Governors General, there appears to be no Doubt. Such being the Facts, let us consider how they bear upon the Justice of the Debt in question. Azoph ud Dowlah, to guard against any fictitious Claims, requested the Interference of the Resident to enable him to distinguish his real Creditors; without such a List, and the Scrutiny of his own Officers, he was determined not to admit a single Claim. Now, when the List was submitted to him, is it apparent that he did a single Act or expressed a single Word indicative of his Dissent to any one Claim? On the contrary, we find that he at once proceeded to Adjustment. What Inference can be drawn from the Fact of Compromise but that the Vizier, the Person most interested to dispute the Validity of the Claims in question, was satisfied with the Integrity of the Debts enumerated in the Resident's List? The Course of the Vizier was marked with equal Caution and Sagacity. Acting with so much Deliberation, he could never have assented to the Insertion in the List of a doubtful Claim, or proceeded to compromise in any Case where he was not assured of its Reality. It further appears, that the Agent, Munsoram, rejected the Compromise, and that, be it observed, before he was aware of the Terms which would be offered to the European Creditors. To what can we attribute this Rejection but to the Consciousness of the Reality of the Claim? Had the Bankers palmed a fictitious Debt on the Government they would have

been foremost in accepting the Terms. They challenge the closest Investigation. By rejecting the Composition they hazarded the Loss of the entire Debt. If their Claim had not been based on Justice they would not have ventured on the Challenge nor risked the Sacrifice.

On the Death of Azoph ud Dowlah, Saadut Ali was placed by the British Government on the Musnud of Oude, and the very first Act of that Government was one that completely recognized the Justice of the Debts contracted by the late Vizier. A Preliminary Treaty, agreed upon in 1798 between Saadut Ali and the Company, contained an Article binding the Vizier to pay his Brother's Debts in Three Years. The Definitive Treaty omitted that Article. Whatever Motive of Policy might have influenced Lord Teignmouth in abandoning the Stipulation, the Fact proves his Sense of the Justice of the Claims of the Creditors, for otherwise it never would have occurred to his Lordship to introduce it as a specific Condition in the Preliminary Treaty. On any other Supposition the Conduct of his Lordship is inexplicable. He may have then yielded to Expediency, but he had not forgotten the previous Representations he had frequently made to the Government of Oude to adjust the Claims of its Native Creditors. By forbearing to urge that Article have not the Company themselves incurred a Liability? By relieving the Vizier from his Obligation of paying the Debts of his Predecessor does not that Obligation fall on themselves? Have they not, by suffering it to sink through the avowed Preference given to their own Interests, prejudiced the Rights of the Creditor?

But, subsequently to this Abandonment of the Cause he had on the first Impulse formally espoused, we find Lord Teignmouth making a last Effort to awaken a Sense of Justice in the Breast of Saadut Ali, and to save this Claim of Right from Prostration at the Shrine of Policy. He says to him, that "it was still left to his Equity to satisfy such Claims as he might deem fair and just, and that in this Class he would, upon Inquiry, probably find the Demands of the Shroffs upon the late Vizier, and if so that it would be to his Interest not to overlook it."

But independently of the original Recognition of these Claims by Azoph ud Dowlah, the Conduct of Saadut Ali affords ample Confirmation of their Justice. Notwithstanding he strove to free himself from the Obligation he was under of discharging these Claims, still he never questioned their Reality. When he prevailed upon Lord Teignmouth to omit the Stipulation in the Definitive Treaty, he did not insinuate they were unfounded. When in 1801 he attempted, with no ordinary Subtlety, under the Shelter of the British Name, to use Lord Wellesley's Words, to cancel all the Debts of the State of Oude, he never hinted that there was no Obligation on his Government to discharge them. Exulting in his Triumph over the Facility of the British Government, he declares that he is exonerated from the Debts, because there is no Stipulation in the Treaty to bind him to their Payment; but with all his Efforts to rid himself of the Obligation, what does he add? "This is an Affair which will be adjusted between the State and the Creditors of the late Nawaub;" an Admission which proves his Conviction of their Validity. The Commentary of Colonel Scott on the Proposition of Saadut Ali too well forewarned Lord Wellesley that no Reliance could be placed on the faithless Vizier. However, had he believed these Debts to have been fictitious, can we doubt that he would not have protected himself from further Importunity by so specious an Evasion? It may surely be inferred, then, that the Circumstances attending the Authentication were so notorious and convincing as to preclude him from resorting to such a Subterfuge.

Secondly, Is it the Duty of the Company to interfere, with a view to the Payment of these Claims?

That one independent State has a Right to interfere against another to obtain Redress of Wrongs done to any of its Subjects is a Principle fully recognized by the Practice of all civilized Nations. This may be illustrated by the single Instance of the Interference of England at the Close of the War to obtain the Payment of Debts due by France to English Subjects. The Analogy may not be complete, because we dictated our Terms to a conquered People; but what is there in the Relations which have so long subsisted between the Government of Oude and the Company which can prevent us, as they never have prevented us, from interfering in the internal Concerns of Oude? How far it is the Duty of a State

a State to interfere is the Point in dispute. It seems to me that the Duty of Interference flows as a natural Consequence from the Relationship between a State and its Subject. The Sovereign, in return for the Allegiance and Submission paid by his Subjects, is under an Obligation to maintain his Rights, by whomsoever invaded, and to redress his Wrongs, by whomsoever inflicted; whether a Fellow Citizen or a Foreign State be the Perpetrator, the Duty of Protection is equally obligatory; the more powerful the Wrongdoer, the greater the Subject's Right to the Interference of his Government, and the more imperative on the Government to interpose on his Behalf. If it be asked to what Extent a Government is to proceed in this Duty—whether in the Event of its Mediation proving unsuccessful it is to take up Arms to enforce a Compliance with its Demands—I answer this: It is not the Question for Consideration at present, nor does it appear to me that the Dispatch warrants such a Conclusion. The Dispatch declares that it is incumbent on us to use our utmost Efforts to retrieve the present Claimants from their unfortunate Situation. This cannot be misconstrued into the waging War with the King of Oude should he decline our Mediation. Let our utmost Efforts in an amicable Way first be used. Let us see the Result, and it will then be Time enough to give further Instructions. My Belief is, that no such serious Consequence would be hazarded; but were it otherwise I am prepared to say, considering the Part heretofore taken by the Company in this Matter, and how they are mixed up with the Government and Revenues of Oude, they are bound in Honour to see Justice done, come what may. But who can reasonably contemplate the Refusal of any State in India to attend to the decided Remonstrances of the Company in a just Cause?

Let it not be said that it has been the unvarying Policy of the Government of India not to interfere in all Cases of Claims of Individuals on Native Princes. Amongst others, let the Case of Travancore testify to their Interference; and here let me observe, that the Board were as wrong in that Case as they are right in this of the Calcutta Bankers. The Rajah of Travancore not only admitted the Debt due to Mr. Hutchinson, but had actually proceeded in its Liquidation, until the Prohibition, arising from the same Preference given to their own Interests, issued from the Company, and the Court of Directors must needs satisfy themselves on a Claim which the Debtor was most anxious to discharge.

Shall the Company be permitted to interfere *against* the private Creditors of a Native Prince, but when required to interfere on *behalf* of a private Creditor shall they be suffered to justify their Refusal on the Plea that the Policy of Non-interference forbids it?

If it be allowable to draw in aid of one's own Conclusions the Opinions of the great and good Men by whom this Question has been considered, I would quote the immortal Names of Cornwallis, Teignmouth, and Hastings, and the Name of one of the most brilliant connected with India, of the Marquis Wellesley, with that of our respected Colleague Mr. Edmonstone. The Opinions of such Men as these are alone a sufficient Guarantee of the Truth and Reality of these Claims. Whatever Objections the Letter of Lord Wellesley of May 1814 may be open to from the Circumstance of its having been written when he had ceased to be Governor General, although in an equitable point of view I can see none, or however capable of Discussion the Reasons on which the Marquis of Hastings founds his Opinions, as stated in his Minute of 1816, the important Fact is clearly established, that both the Marquis Wellesley and the Marquis of Hastings were impressed with the Justice of those Claims, and the Injury to which the Claimants had been subjected. Lord Hastings did actually employ the Influence of his Government to obtain an Adjustment; and Lord Wellesley, but for the Pressure of Public Affairs, and his impolitic Removal from India at a most critical Moment, would have insisted on their Settlement.

I am of opinion the Court ought to follow in the Track of their Predecessors of 1803 and 1814. In the former Period the Secret Committee made a distinct and formal Admission of these Claims; and in 1814, on the Authority of a Letter from the Chairman of the Court, we find that there existed an Impression among many of its Members that the Debts of the Vizier of Oude to the Calcutta Bankers were just and legitimate.

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Let me add One Word. It has been asked, "Are we ready to entertain the other Claims contemporaneous with this?" I answer, yes; all such Claims as may, in my Judgment, be equally well authenticated.

In conclusion, and for the Reasons I have imperfectly stated, I feel myself conscientiously bound to give my Assent to the Dispatch proposed by the Board, and am ready to annex my Signature.

I was unfortunately absent when the Court came to the Resolution of not signing the Dispatch "until compelled by Law," but it will be in their Recollection that I took the earliest Opportunity of expressing my Dissent from that Resolution.

I have the Honour to be,
Gentlemen,

Your faithful Servant,
(Signed) JOHN FORBES.

PROCEEDINGS

OF THE

DIRECTORS OF THE EAST INDIA COMPANY

WITH REFERENCE TO

THE INSTRUCTIONS transmitted to them by THE COMMISSIONERS FOR THE AFFAIRS OF INDIA, to dispatch a Letter on the Subject of the Claims of Baboo RAN DOSS and BABOO RAN CHOWAN LOOL, Heirs and accredited Representatives of the late MOHUR DOSS and SURETUL BAHOO, on The King of Oude, according to the Tenor of a Draft sent by the Commissioners to the Court.

(23.)

Ordered to be printed 13th March 1834.

EAST INDIA (OUDE).

RETURN to an Order of the Honourable The House of Commons,
dated 9 March 1857;—for,

A RETURN “showing the NAMES of all CREDITORS on the State of *Oude*, and the AMOUNT of their respective CLAIMS, so far as such RETURN can be made without reference to *India*.”

East India House,
17 March 1857. }

JAMES C. MELVILL.

AMOUNT OF CLAIMS.

Major WEBBER.—Claim for raising and accoutring a Regiment of Cavalry for the Vizier of Oude, in 1776. Amount not known.

Captain EDWARDS.—Bond from the Nabob of Oude, for arrears of pay, as Aide-de-Camp to his Highness.

Major JOHN DARRELL.—Bond in 1785 for 98,000 rupees, on account of arrears of pay while in the military service of the Nabob of Oude.

Mr. ROBERT GRANT.—Bond dated 12th of December 1783, for 90,265 rupees, with interest at 12 per cent. per annum, on account of certain transactions with the Nabob of Oude.

Captain W. L. FRITH.—11,87,450 rupees (inclusive of interest at 12 per cent. per annum), the amount of certain bonds given to his father, the late Lieut.-colonel Frith, for advances alleged to have been made in 1782-3-4, for the payment of the Brigade in the service of the Vizier of Oude, Asoph ul Dowlah, of which Colonel Frith was in command. From the above amount must be deducted a lac of rupees, received by Colonel Frith in 1789-90-91, by assignments on the Nawab of Furruckabad.

MUNHUR DOSS and SETUL BABOO, bankers at Lucknow.—11,58,700 rupees, with interest, being the amount of loans made to the Nabob, Asoph ul Dowlah, 1787.

Mr. J. H. CLARKE.—Claim for a house and ground given to him by the Vizier, Sadut Ali Khan, of which he was deprived under his successor.

(True copy.)

East India House,
17 March 1857. }

J. S. Mill,

Examiner of India Correspondence.

EAST INDIA (OUDE).

RETURN showing the NAMES of all CREDITORS
on the State of *Oude*, and the AMOUNT of their
respective CLAIMS, so far as such Return can
be made without reference to India.

(*Mr. Olney.*)

Ordered, by The House of Commons, to be Printed.
18 March 1857.

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COLONEL ROBERT FRITH.

RETURN to an Order of the Honourable The House of Commons,
dated 23 June 1856;—*for*,

“COPIES of all PAPERS and CORRESPONDENCE that has passed between
the East India Company, the Government of India, and the King of *Oude*,
relating to the CLAIM of Colonel *Robert Frith* on the GOVERNMENT of
OUDE.”

East India House, }
7 July 1856. }

JAMES C. MELVILL.

(*Mr. Fagan.*)

Ordered, by The House of Commons, to be Printed,
9 February 1858.

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East India House,
7 July 1856. }

F. W. Prideaux,
Assistant Examiner of India Correspondence.

COPIES of all PAPERS and CORRESPONDENCE that has passed between the East India Company, the Government of India, and the King of *Oude*, relating to the Claim of Colonel *Robert Frith* on the GOVERNMENT of OUDE.

EXTRACT Political Letter from Bengal, dated 4 August 1809.

141. YOUR Honourable Court will observe, on the consultation of the annexed Cons., 15 July, date, a letter from Captain W. L. Frith, of the Bengal Artillery, requesting the No. 45. interference of Government to enable him to recover from the Lucknow Government the amount of a demand for certain sums stated to be due to him as sole heir to the late Lieutenant-Colonel Robert Frith.

142. We apprised Captain Frith that the relations subsisting between the Honourable Company and the present Vizier did not admit of the interference of Government in Captain Frith's behalf, but he was informed that the Governor-general in Council was not aware of any objection to the Resident at Lucknow being permitted to submit to the Vizier such representations as Captain Frith might be desirous of laying before his Excellency, but Captain Frith was desired distinctly to understand that this indulgence was to be regarded as merely furnishing him with a channel of regular communication with the Vizier, and that the Resident would be expressly directed to exercise no further interference in the affair than the common form of the transmission of papers to his Excellency might render necessary.

EXTRACT Political Letter to Bengal, dated 4 September 1811.

240. WE entirely approve of your having de- Answer to Letter, dated 4 August 1809 (141, 142).
clined the interference of your Government in Claims of Captain Frith on the Nabob Vizier.
behalf of the claims of Captain Frith on the Nabob Vizier.

EXTRACT Political Letter from Bengal, dated 3 January 1817.

310. THE consultation of the date noted in the margin contains a despatch Cons., 18 May
from the Resident, enclosing a copy of an application from Captain Frith, of the 1816, Nos. 25 to
Artillery, to the address of his Highness the Vizier, relative to a sum of money 27.
stated to be due from the Government of Oude to his father the late Colonel Frith.

311. On the principles already laid down in the case of Sir H. Darell and others, the British Government could not interfere in support of Captain Frith's claims, and the Resident was accordingly directed to notify the restriction to Captain Frith, but at the same time, as the Resident is the sole and regular channel of communication between his Excellency and British subjects, we authorised him to receive and convey to his Excellency any statement which Captain Frith might desire to lay before his Excellency, provided there should appear to be nothing objectionable in point of subject or style, and to be the channel of transmitting to that officer whatever answer the Vizier might be pleased to return to Captain Frith's application.

EXTRACT Political Letter to Bengal, dated 7 July 1817.

170. IN the 310th paragraph of our letter of the 3d of January we notified our having permitted the Resident at Lucknow to forward to the Vizier an application from Captain Frith, of your Artillery, for the adjustment of certain pecuniary claims of his father, the late Colonel Frith, on the late Vizier, Asoph-oo-Dowlah. The consultation of the date noted in the margin contains the reply of the Vizier, declining to comply with Captain Frith's request.

Cons., 11 January,
Nos. 52, 53.

EXTRACT Political Letter to Bengal, dated 25 October 1820.

86. IN addition to the correspondence to which you have drawn our attention in these paragraphs,* and in paragraph 170 of your subsequent letter, dated the 7th July 1817, we have considered the memorial from Captain Frith, transmitted in your secretary's letter to Mr. Dart, dated the 30th January 1819. We entirely approve of your having declined all interference in support of Captain Frith's claims on his Excellency the Vizier; and, that officer being now in this country, we shall acquaint him that there is nothing in his case, as represented by himself, to induce us to depart from the principles which we have laid down for the guidance of our Governments abroad on occasions when applications of a similar nature have been brought before us.

EXTRACT Political Letter from India, dated 16 March (No. 11) 1840.

P. 1839.
Cons., 15 May,
Nos. 72 and 73.
Cons., 17 July,
No. 80.
Cons., 24 July,
Nos. 3 and 4.
Cons., 25 September,
No. 190.

113. THE correspondence noted in the margin relates to the revival of a claim formerly preferred by Colonel Frith against the Government of Oude, which demand was negatived in the year 1816.

114. As this and similar claims on the Oude Government, arising out of transactions during the reign of the Nawab Asuf-oo-Dowlah, though frequently urged on the notice of subsequent sovereigns through the Resident at Lucknow, appeared to have been systematically rejected by the Government of Oude, his Lordship doubted the expediency of permitting the Resident to be any longer made the channel of submitting these demands to the ruling authority in that country; but before passing any orders on the subject, his Lordship desired to be furnished with our opinion on the matter.

115. After referring to the previous papers connected with this topic, and with advertence particularly to the prohibitory orders contained in the 23d paragraph of your Honourable Court's letter, dated 12th February 1819, we expressed the opinion that the Government was precluded from exercising any interference whatsoever in the adjustment of the claim of Colonel Frith on account of sums stated to be due to his father by the former Government of Oude. We added that it must rest with his Majesty, under his views of justice and expediency, to endeavour to make a settlement of the claims outstanding against his uncle, the Nawab Vizier, Asuf-ood-Dowlah, or to continue to treat them with neglect, as in his discretion he might think right and proper.

116. The Governor-general fully concurred in this view of the subject, and the Resident at Lucknow was informed accordingly.

EXTRACT Political Letter from India, dated 8 May (No. 33) 1840.

Paras. 113 to 116,
Letter from the
Governor-general
in Council, dated
16 March 1840,
No. 11.

82. IN answer to a further representation from Lieutenant-colonel Frith, on the subject of his alleged claim against the King of Oude, he was informed under the authority of the Governor-general that his Lordship was precluded from

* Letter, dated 3 January 1817 (310 and 311). Claim of Captain Frith, of the Artillery, upon the Vizier for a sum of money, stated to be due from the Government of Oude to his father, the late Colonel Frith.

from authorising any kind of interference in the matter, and that the Resident at Lucknow could not be made instrumental in any way in presenting the claim in question to his Majesty. Lieutenant-colonel Frith was apprised moreover, that if he should be dissatisfied with this resolution, he was at liberty to appeal against it, and to represent his case to your Honourable Court.

1839:
Cons., 20 November,
Nos. 105 to 107.

EXTRACT Political Letter from India, dated 16 October (No. 68) 1840.

209. LIEUTENANT COLONEL FRITH having solicited a reconsideration of his case as regarded his claims against the King of Oude, and requested that his representation might be submitted to his Majesty, through the channel of the Resident, without the advocacy or interference of that officer in the matter; we saw no objection upon a review of all the circumstances of the case, and with especial reference to the caution contained in the extract * from the general order cited in the margin, to authorise the officiating Resident to submit merely to the King any memorial which Lieutenant-colonel Frith might have to present to his Majesty, but Colonel Caulfield was directed to disclaim all desire of interference on the part of the Government in the matter of such memorial, any interposition in such cases being strictly prohibited by the orders of your Honourable Court, and there being no ground for a relaxation of that interdiction in the case of the memorialist in question.

Para. 182, Letter from Governor-general in Council, dated 8 May 1840, No. 33. P. 1840, Cons., 18 May, Nos. 55 to 57.

Extract General Orders by the Right Hon. the Governor-general in Council, dated 18 September 1813.

210. Lieutenant-colonel Frith was apprised of the tenor of the instructions issued to the officiating Resident at Lucknow on this occasion.

EXTRACT Political Letter from India, dated 5 July (No. 39) 1841.

183. IN reply to Lieutenant-colonel Frith's renewed application for the interference of the Resident at Lucknow, in the adjustment of his claims on the King of Oude, a request which he urged under an impression that a similar interposition had been exercised in another case at Hyderabad, he was informed that we were not aware of any act of the Government which would form a precedent for its interference in his case with the Oude authorities.

Paras. 209, 210, Letter from the Governor-general in Council, dated 16 October 1840, No. 68.

P. 1841:
Cons., 11 February,
Nos. 77 and 78.

Political Department, 16 December 1841.

(No. 67.)

To the Honourable the Court of Directors of the East India Company.

Honourable Sirs,

WITH reference to the correspondence which has already been laid before your Honourable Court in our Quarterly General Letters, regarding the claim preferred by Lieutenant-colonel Frith, for sums of money alleged to be due by the former Government of Oude to his late father, Colonel Robert Frith, we now submit for the orders of your Honourable Court a memorial addressed to us by that officer on the same subject.

2. From the enclosed reply to Lieutenant-colonel Frith's representation, it will be seen that we have declined all interference in the matter.

We have, &c.
(signed) Auckland.
W. W. Bird.
W. Casement.
H. T. Prinsep.

Fort William, 16 December 1841.

Paras. 113 to 116, Letter from the Governor-general in Council, dated 16 March 1840, No. 11; 82, ditto, 8 May 1840, No. 33; 209, 210, 16 October 1840, No. 68; 183, ditto, 5 July 1841, No. 39.

* "The advantage which Major Mowat has taken of the direct intercourse which he has been enabled to hold with natives of rank, and vested with public characters, for engaging in the pursuit which has drawn upon him the censure and punishment awarded by the above resolution, has suggested to the Governor-general in Council the expediency of cautioning all civil and military officers of Government against carrying on any communications with native princes and chiefs, or their vakeels, except through the channel of the political agents of Government."

EXTRACT Political Letter to India, dated 13 July 1841 (No. 20).

Answer to Letter, dated 16 March (No. 11) 1840, 113 to 116; also Letter, dated 8 May (No. 33) 1840, p. 82; 16 October (No. 68) 1840, p. 209, 210. Revival of the claim of Colonel Frith upon the Government of Oude.

53. WE observe that as Colonel Frith was interdicted from preferring his claim in any other manner than through the Resident, you have permitted Colonel Caulfield to be the organ for transmitting to the King of Oude any memorial from Colonel Frith, directing him at the same time to disclaim all desire of interference in the matter on the part of your Government. We trust that this disclaimer has been made in terms not susceptible of misconstruction.

EXTRACT Political Letter to India, dated 24 May (No. 7) 1842.

80. WE adhere to our resolution to abstain from all interference in this case.*

EXTRACT Bengal Political Consultations, 15 July 1809.

From Captain *W. H. L. Frith* to Right Honourable *Gilbert Lord Minto*, Governor-General in Council.

My Lord,

No. 45.

I HOPE your Lordship will excuse the liberty I take in intruding the accompanying papers upon your Lordship's notice, but they are of such material importance to me, that by the advice of my friends, I have been induced to solicit your Lordship's favourable consideration of them.

Should it appear to your Lordship that the interference of Government in my behalf is inadmissible, I trust your Lordship will be indulgent enough to allow of the papers being forwarded through the official channel to Captain Baillie, Resident at Lucknow, for the purpose of their being laid before his Excellency the Nabob Vizier, that I may be enabled to recover a debt so long and so justly due.

I have, &c.

(signed) *W. H. Leslie Frith*,
Captain Artillery.

Fort William, 21 June 1809.

To Captain *W. H. L. Frith*, &c. &c. &c.

Sir,

No. 46.

I AM directed to acknowledge the receipt of your letter of the 21st ultimo, enclosing several papers connected with your demands for certain sums stated by you to be due by the Lucknow Government to you as sole heir to the late Lieutenant-colonel Robert Frith, and requesting the interference of the Governor-general in Council in order to enable you to recover the amount.

2. His Lordship in Council is concerned that the relations subsisting between the Honourable Company and the present Vizier, do not admit of the interference of Government in your behalf, but the Governor-general in Council is not aware of any objection to the Resident at Lucknow being permitted to submit to the Vizier such representations as you may be desirous of laying before his Excellency; you will, however, be pleased distinctly to understand that this indulgence is to be regarded as merely furnishing you with a channel of regular communication with the Vizier; and that the Resident will be expressly instructed to exercise no further interference in the affair, than the common form of the transmission of papers of his Excellency may render necessary.

The original papers received with your letter are herewith returned.

Council Chamber,
15 July 1809.

I have, &c.
(signed) *N. B. Edmonstone*,
Chief Secretary to Government.

* Answer to Letter, dated 5 July (No. 39) 1841 [183, and Letter, dated 16 December (No. 67) 1841]. Renewed applications from Lieutenant-colonel Frith for the interference of Government in the adjustment of his claims on the Government of Oude.

EXTRACT Bengal Political Consultations, 18 May 1816.

From *R. Strachey*, Esq., Resident at Lucknow, to *John Adam*, Esq., Secretary to Government.

Sir,

Lucknow, 3 May 1816.

I HAVE the honour to transmit herewith a copy of a letter which I have received from Captain Frith of the Artillery.

No. 25.

2. As I am not authorised to address his Excellency the Vizier respecting the case of any British claimant on the late Vizier without special instructions, I beg to be furnished with the orders of Government on the subject of Captain Frith's application.

I have, &c.
(signed) *R. Strachey*,
Resident.

From Captain *Frith*, Commanding Golundaz, to *R. Strachey*, Esq.,
Resident, Lucknow.

Sir,

I SHALL be much obliged by your submitting the accompanying account of a claim I have upon the Lucknow Government, together with my petition to his Excellency the Vizier for his favourable consideration.

No. 26.

I have, &c.
(signed) *W. H. L. Frith*,
Captain.

Cawnpore, 1 May 1816.

The humble Petition of *Warren Hastings Leslie Frith*, Captain in the
Honourable Company's Regiment of Artillery.

THAT your petitioner is the son of the late Lieutenant-colonel Robert Frith, to whose estate a small sum of money is due, on account of the corps your petitioner's father had the honour of commanding in the service of his Excellency the late Vizier. Nawab Asoph Dowlah (as related in the accompanying statement and account), and your petitioner confiding in the unbounded liberality and justice of your Excellency has presumed to solicit your Excellency's favourable attention to his petition, confidently hoping that the great goodness and generosity of your Excellency will cause your petitioner's claim to be settled, and which will afford your petitioner the means of sending two of his children to England for education, which he has not the means of effecting otherwise; and your petitioner, as in duty bound, shall ever pray.

Cawnpore, 1 May 1816.

(signed) *R. Strachey*,
Resident.

A Concise Statement of the Origin of Captain *Frith's* Claims on the Lucknow
● Government.

CAPTAIN FRITH's father, the late Lieutenant-colonel Robert Frith, was aide-de-camp to Governor-General Hastings during the years 1782, 1783, and 1784. On Mr. Hastings quitting Lucknow in the latter end of the year 1784, he was appointed to the command of a corps in the Nabob's (Asoph-ul-Dowla) service, consisting of four battalions of Sepoys, with eight field pieces, &c. &c. &c., intended to replace the Futtygurh Brigade, which Mr. Hastings had agreed should be withdrawn. Soon after a part of this corps was ordered to march to Futtygurh, and the remainder detached into the Mofussil to assist in realising the revenue, and as money was required to enable it to move, application was made to the Nabob's minister, Hyder Beg Khaun; but as he had engaged to Mr. Hastings to pay off a crore and five lacs of rupees to the Company in the course of that year (1785-86) he was unable to advance the sum required, and requested Captain Frith would raise on his own credit what might be necessary, and that he would repay it afterwards, when relieved from the pressing demands upon him. As Mr. Hastings had pledged himself to the Court of

No. 27.

Directors that the balance due to them from the Nabob Vizier's Government would be paid off in the course of the year 1784-85, Captain Frith was unwilling to press the minister or interrupt his exertions to pay off his debt, and what money was necessary to satisfy the corps he commanded. Mr. Hastings sailed for England in February 1785, leaving Lieutenant-general Palmer (then a major), Resident at Lucknow, to see the engagement fulfilled which he had entered into. Some months after the departure of Mr. Hastings for Europe, Sir John Macpherson, the Acting Governor-general, ordered the brigade back to Futtehghurh, and directed the Resident at Lucknow (General Palmer) to call on the Nabob's ministers to provide for the payment of the brigade. The Resident declined making the application, alleging that it was a violation of the engagement made by Mr. Hastings, and which he was left at Lucknow for the special purpose of seeing carried into effect, tendering at the same time the resignation of his office, if Sir John should persevere in making the demand. Sir John did persevere, and General Palmer was removed in August 1785. The corps under Captain Frith becoming now unnecessary, were recalled to be disbanded, but the embarrassment of the Nabob's minister, Hyder Beg Khaun, being greatly increased by the increased funds which he had to provide for the payment of the Futtyghurh brigade, he was unable to furnish money for the payment of the disbanded corps, and Captain Frith was again obliged to exert his credit to satisfy them. Previous to General Palmer's leaving Lucknow, Captain Frith's accounts were settled, and the Nabob's bond granted for the amount due up to September 1785, which the minister, Hyder Beg Khaun, most faithfully promised to pay, with the legal interest of 12 per cent., as soon as he got extricated from the embarrassments occasioned by paying off the Company's debt, and providing funds for the payment of the Futtyghurh brigade, and which he would have done had he lived a few years longer, for he was a man of probity and sincerity, attached to Mr. Hastings and all Mr. Hastings' friends: a part of the money was paid in 1789, 1790, and 1791. But the debts incurred by the late Colonel Frith, with the accumulating interest, amounted to a sum so large, that he was never able to liquidate, and at his death in the year 1800 he left his son, the present Captain Frith, totally destitute; the accounts, which are made up to the accession of the late Nabob Sadaat Ally Khaun, detail all the particulars, with a full explanation of the nature of this demand.

(signed) *R. Frith.*

His Excellency the late Nabob Vizier in Account with Major *R. Frith.*

<i>Dr.</i>		<i>Cr.</i>	
1785 :	<i>S. Rs. a. p.</i>	1789	<i>S. Rs. a. p.</i>
31 July For amount of his Excellency's bond to Major Frith, &c., dated 31st July 1785, for - - - - -	270,000 - -	By a tunkha on the Nabob of Furruckabad for one lac of rupees, payable as follows :—	
To interest of said bond, from the 1st August 1785 to the 31st January 1798, being 12 years and 5 months, at 12 per cent. per annum - - - - -	40,500 - -	First kist, in 1789-90, for - - -	30,000 - -
To my monthly allowance, in lieu of pay and all appointments, as commanding officer of five battalions of sepoys in his Excellency's service, at 500 rupees per month, from the 31st July 1786, being 12 months - - - - -	60,000 - -	Second kist, in 1790-91, for - - -	35,000 - -
To interest of ditto, from the 1st of August 1786 to the 31st January 1798, being 11 years and 5 months, at 12 per cent. per annum - - - - -	82,800 - -	Third kist, in 1791-92, for - - -	35,000 - -
			100,000 - -
		By interest on the first kist, made up to the 31st July 1792, per Interest Account, No. 1 - - - - -	8,605 - -
		By interest on the second kist, made up to the 31st July 1792, per Interest Account, No. 2 - - - - -	5,811 8 -
		By ditto ditto on third kist, per Account, No. 3 - - - - -	1,925 - -
			16,341 8 -
		By interest on one lac of rupees received as above, from the 1st August 1792 to the 31st July 1798, being five years and six months, at 12 per cent. per annum - - - - -	66,000 - -
		By balance due Major Frith this day - - - - -	635,458 - -
TOTAL - - - <i>Sicca Rs.</i>	817,800 - -	TOTAL - - - <i>Sicca Rs.</i>	

(E. E.)

(signed) *W. H. L. Frith*, Captain,
Commanding Golundaur.

From *J. Adam*, Secretary to Government, to *R. Strachey*, Esq., Resident at Lucknow.

Sir,

I AM directed to acknowledge the receipt of your despatch of the 3d instant, enclosing a copy of an application from Captain Frith, of the Artillery, to the address of his Excellency the Nabob Vizier, relative to a sum of money stated to be due from the Government of Oude to his father, the late Colonel Frith, and to acquaint you, in reply, that, with reference to the principles already laid down in the case of Sir H. Darell and others, the British Government cannot interfere in support of Captain Frith's demand, you will accordingly be pleased to inform that officer that you are precluded by the orders of Government from a compliance with his request, on the ground that the British Government does not consider itself warranted in supporting the claims of individuals against his Excellency's Government, but that at the same time, as you are the sole and regular channel of communication between his Excellency and British subjects, you are authorised to receive and convey to the Nabob Vizier any statement which Captain Frith may desire to lay before his Excellency, provided there appears to be nothing objectionable in point of subject or style, and to be the channel of transmitting to that officer whatever answer his Excellency may be pleased to return to Captain Frith's application.

No. 28.

2. In the event of Captain Frith's determining to address a statement in Persian to the Nabob Vizier, you will desire him to accompany it with a copy and an English translation; and should the contents appear to you to be unobjectionable, you will deliver the original to his Excellency, with a communication to the effect of that which you have been instructed to make in other cases, namely, that the British Government takes no concern in it.

Fort William,
18 May 1816.

I have, &c.
(signed) *J. Adam*,
Secretary to Government.

EXTRACT Bengal Political Consultations, 11 January 1817.

(No. 98.)

From Resident at Lucknow to *John Adam*, Esq., Secretary to Government,
27 December 1816.

Sir,

I HAVE the honour to transmit to you a copy of my letter to Captain Frith, communicating to that officer the Vizier's reply to the claim which was preferred by him to his Excellency.

No. 52.

I have, &c.
(signed) *R. Strachey*, Resident.

From Resident Lucknow to Captain *Frith*, Commanding Golendauz,
Cawnpore, dated 23 December 1816.

Sir,

HAVING received a letter from the Nabob Vizier, in reply to the claim respecting which you addressed his Excellency, under the sanction of Government, in September last, I do myself the honour to transmit to you a copy and translation of it.

No. 53.

2. The answer alluded to by the Vizier as having been already given in his letter of the 29th October (which was on the subject of other claims on his Excellency) is as follows:—

“ The claim of Captain Frith, which was forwarded to me in your letter of the 15th Shawaul (8th September) is of a similar description.

B

“ You

"You will be pleased to bring these circumstances to the favourable attention of his Excellency the Governor-General, so that there may be neither discussion nor correspondence hereafter on affairs of this nature."

I have, &c.
(signed) *R. Strachey*, Resident.

From His Excellency the Vizier, dated 1st Suffer 1232 Hijree, corresponding with the 21st December 1816.

AN answer to the arzee of Captain Frith, which was enclosed in your letter of the 15th Shawul (8th September), will be found in my letter of the 7th Zehijeh (29th October); but as you have requested a reply to the former, I again address you on the subject in question.

I cannot consider it incumbent on me to have any concern with demands referrible to the time of the Nabob Asuf-Oo-Dowla, and of which I have no knowledge whatever: my father, at the time of his accession, denied all claims of gentlemen and others, relative to the time of my late uncle, and the adjustment of them was not mentioned in the treaty.

Therefore neither this, nor other claims of a similar nature, can at all apply to me.

(A true translation.)

(signed) *F. V. Raper*,
Second Assistant.

EXTRACT Fort William Political Consultation of 15 May 1839.

(Copy).

No. 72. From the Acting Resident, Lucknow (duplicate) to *T. H. Maddock*, Esq.,
Officiating Secretary to the Government of India with the Governor-General.

Sir,

Head Quarters.

Transmits copy of a letter from Mr. Strachey to Government respecting Colonel Frith's claim against the Oude Government, and requests the Governor-General's orders on the subject. COLONEL FRITH, of the Artillery, has forwarded a petition to the address of the King of Oude, with a request that it may be laid before his Majesty. But as the petition refers to a subject on which his late Majesty, Ghazeeoodeen Hyder, gave a decided answer to Mr. Strachey, the Resident at his court, I do not feel myself at liberty to act on the present occasion without the express sanction of the Right honourable the Governor-General of India.

2. Enclosed I have the honour to submit for his Lordship's information copies of the letters that passed between the King of Oude, Colonel Frith and Mr. Strachey, the then Resident.

I have, &c.
Lucknow Residency, (signed) *J. Caulfield*,
29 April 1839. Acting Resident.

DOCUMENTS referred to in the foregoing.

(No. 98).

No. 73. To *John Adam*, Esq., Secretary to Government in the Political Department.

Sir,

I HAVE the honour to transmit to you a copy of my letter to Captain Frith, communicating to that officer the Vizier's reply to the claim which was preferred by him to his Excellency.

I have, &c.
(signed) *R. Strachey*, Resident.
Lucknow Residency, 27 December 1816.

To

To Caqtain *Frith*, Commanding Golandauz, Cawnpore.

Sir,

HAVING received a letter from the Nawab Vizier, in reply to the claim which you addressed to his Excellency under the sanction of Government in September last, I do myself the honour to transmit to you a copy and translation of it.

2. The answer alluded to by the Vizier as having been already given in his letter to me of the 29th October which was on the subject of other claims on his Excellency, is as follows:—

“The claim of Captain Frith which was forwarded to me in your letter of the 15th Shawul (8th September), is of a similar description. You will be pleased to bring these circumstances to the favourable attention of his Excellency the Governor-General, so that there may be neither discussion nor correspondence hereafter on affairs of this nature.”

I have, &c.
(signed) *R. Strachey*, Resident.

Lucknow Residency, 23 December 1816.

From his Excellency the Vizier, dated 1st Suffer 1232 Hijree, corresponding with the 21st December 1816.

AN answer to the arzee of Captain Frith, which was enclosed in your letter of the 15th Shawul (8th September), will be found in my letter of the 7th Zeelij (29th October); but as you have requested a reply to the former, I again address you on the subject in question.

I cannot consider it incumbent on me to have any concern with demands referrible to the time of the Nowab Asufoo Dowlah, and of which I have no knowledge whatever: my father, at the time of his accession, denied all claims of gentlemen and others relative to the time of my late uncle, and the adjustments of them was not mentioned in the treaty: therefore neither this nor other claims of a similar nature can at all apply to me.

(True translation.)
(signed) *T. V. Raper*, Second Assistant.

(True copies.)
(signed) *J. Caulfield*, Acting Resident.

EXTRACT Fort William Political Consultation of 17th July 1839.

ON the 16th May last, the following letter was written by Mr. Officiating Secretary Maddock to the Officiating Resident at Lucknow, in reply to one from him dated the 29th April, recorded on the Consultation of the 15th May, as No. 72.

From the Officiating Secretary to the Governor-General, to Colonel *J. Caulfield*,
c. B., Officiating Resident, Lucknow.

No. 80.

Sir,

I AM directed by the Right honourable the Governor-General of India to acknowledge the receipt of your letter dated the 29th ultimo, with its enclosure, respecting Colonel Frith's application for the satisfaction of a claim preferred by that officer against the Oude Government, and, in reply, to acquaint you that the subject has been referred to the Residency for information.

I have, &c.
(signed) *T. H. Maddock*,
Officiating Secretary to Government of India
with the Governor-General.

Simla, 16 May 1839.

(True copy.)
(signed) *H. Torrens*,
Deputy Secretary to Government of India
with the Governor-General.

EXTRACT Fort William Political Consultation of 24 July 1839.

No. 3. From the Officiating Secretary Governor-General to *H. T. Princep*, Esq.,
Officiating Secretary to Government, Fort William.

Political Department.

Sir,

1. I AM directed to forward, in order to its being submitted to the Honourable the President in Council, the enclosed copy of a despatch from the Officiating Resident at Lucknow, respecting an application of Colonel Frith for the satisfaction of a claim preferred by that officer against the Oude government.

2. This claim was negatived, as it appears from the enclosures of Colonel Caulfield's letter, in the year 1816; and similar claims on the Oude government, arising out of transactions during the reign of the Nuwaub Asaf-Oo-Dowlah, though frequently preferred to subsequent sovereigns through the Resident at Lucknow, have, as the Governor-General is informed, been systematically rejected by the government of Oude. This being the case, his Lordship has doubts of the expediency of permitting the Resident at Lucknow to be longer made the channel of submitting these demands, particularly such as have been formerly rejected; but, before passing any orders on the subject, his Lordship would wish to have the benefit of the advice of his Honour in Council, who has fuller means than the records with the Governor-General afford of referring to what has taken place on former occasions of a similar nature.

I have, &c.

(signed) *T. H. Maddock*,
Officiating Secretary to Government of India
with the Governor-General.

Simla, 16 May 1839.

The enclosure from the Resident at Lucknow, alluded to in the foregoing letter, having been received direct and recorded on the Consultation of the 15th May as No. 72, is ordered in consequence to be deposited in the secretary's office.

Ordered, that the following reply be returned to Mr. Officiating Secretary Maddock with reference to his letter above recorded as No. 3 :—

No. 4. From the Secretary to Government to *T. H. Maddock*, Esq., Secretary
to the Government of India with the Governor-General.

Sir,

Political Department.

I AM directed by the Honourable the President in Council to acknowledge the receipt of your letter dated the 16th May last, on the subject of Colonel Frith's claims against the King of Oude, and in reply to state, that the President in Council having referred to previous papers connected with this subject, and in particular to those presented and laid before Parliament in England in 1835, is of opinion that the Government and its Resident would not be warranted in pressing such demands upon his Majesty. The latest orders of the Honourable Court referring to this and similar claims are contained in the following extract from the letter of the Honourable Court, dated 12th February 1819: " Para 23. You are aware of our decided opinion upon the subject of interference with the native Princes in matters of this kind; but had we no such general opinion, we should feel ourselves precluded from all rights of authoritative interference with the Vizier of Oude by the existing state of relations between the two governments. We are so much aware of the difficulty of divesting a friendly communication to a weaker power of the character of authority, and are so apprehensive that the consequence of pressing upon the Vizier the consideration of these claims might bring upon him others from various quarters, that we direct you to rest contented with the attempt you have already made, and to abstain from any similar proceedings hereafter, at the instance either of these or any other claimants."

2. Under these circumstances, the Government is precluded from exercising any interference whatsoever with the claim of Colonel Frith on behalf of sums stated to be due to his father by the former Government of Oude.

It

It must rest with his Majesty, under his views of justice and expediency, to endeavour to make an adjustment of the claims outstanding against his uncle the Nawab Vizier Asufood Dowlah, or to continue to treat them with neglect as in his discretion he may think right and proper.

I have, &c.
(signed) *H. T. Prinsep*,
Secretary to Government of India.
Fort William,
24 July 1839.

EXTRACT Fort William Political Consultation of 25 September 1839.

On the 22d of last month the following letter was written by order of the Governor-General, to Colonel Caulfield:—

(No. 190.)

From the Officiating Secretary to the Governor-General, to Colonel *J. Caulfield*,
c. B., Officiating Resident at Lucknow. No. 190.

Sir,

IN continuation of my letter to your address of the 16th May last, I am desired by the Right Hon. the Governor-General of India to transmit for your information copy of a letter from Mr. Secretary Prinsep, of 24th ultimo, communicating the opinion of the Hon. the President in Council, in which the Governor-General fully concurs, against our interference in the adjustment of the claim preferred by Colonel Frith against the King of Oude. Political Department.

I have, &c.
(signed) *T. H. Maddock*,
Officiating Secretary to Government of India
with the Governor-General.
Simla,
22 August 1839.

(True copy.)
(signed) *H. Torrens*,
Deputy Secretary to Government of India,
with the Governor-General.

EXTRACT Fort William Political Consultation of 20 November 1839.

(No. 105.)

From Lieutenant-Colonel *Frith* to *T. H. Maddock*, Esq., Officiating Secretary to the Government of India with the Governor-General. No. 105.

Sir,

HAVING yesterday received a letter from Colonel Caulfield, Acting Resident at Lucknow, returning my petition to his Majesty the King of Oude, together with a copy of your letter under date the 22d August, to his address, informing him that the Governor-General fully concurs in the opinion of the Honourable the President in Council, as conveyed in Mr. Secretary Prinsep's letter, dated the 24th July, against the interference of Government in the adjustment of the claims preferred by me against the King of Oude; but not having been favoured with a copy of Mr. Prinsep's letter, I am at a loss to understand how I am to proceed in order to make those claims known to his Majesty, except through the Resident at his court, as prescribed by the regulations of the service (and which is permitted to every native soldier under my command); I therefore take the liberty of addressing you to beg the favour of your submitting, for the consideration of the Right Honourable the Governor-General of India, the difficulty and hardship of my position; for although the Government may deem it expedient to refuse me the aid of any authoritative interference (but which, under the circumstances of my case, I feel myself justly entitled to), I presume it is not their intention that I shall be debarred altogether from approaching his Majesty with my petition, in order to obtain an adjustment of my claims; I have further

to solicit that you will do me the favour to submit the accompanying statement, for the perusal of the Right Honourable the Governor-General of India, whose stern sense of justice will, I am convinced, induce his Lordship to admit the strength of my claim to the favourable consideration of his Lordship, and the strong grounds I possess for urging my request that his Lordship will be pleased to permit me to submit my petition through the usual channel of the Resident, or that I may be permitted to proceed to Lucknow, and have access to his Majesty, for the purpose of presenting it myself, in order to obtain justice by an adjustment of my claims.

I have, &c.
(signed) *H. H. L. Frith*,
Lieut.-Colonel, Bengal Artillery.

Cawnpore,
4 September 1839.

STATEMENT referred to in the foregoing Letter.

Lieutenant-Colonel Warren Hastings Lisle Frith is the only son and heir of the late Lieutenant-Colonel Robert Frith, who was, when a Captain, Aide-de-Camp to Governor-General Hastings in the year 1782, 1783 and 1784.

Notified to the Council, Mr. Hastings in his despatch from Chunar and; subsequently by the Council to the Court of Directors.

On the Governor-General quitting Lucknow in the latter end of 1784, Colonel Frith was appointed to the command of a corps in the service of his Excellency the Nawab Vizier Asoph ul Dowlah, consisting of five (5) battalions of sepoys, with eight (8) field pieces, intended to replace the Futtighur Brigade, which the Governor-General had agreed should be withdrawn. On taking command of the said corps Colonel Frith relinquished all pay from the Company, and was to have received from the Nabob, in lieu of pay, table money and all other emoluments whatsoever by way of an allowance (voluntarily offered), the sum of Rs. (5,000) five thousand per month, and which allowance commenced on the 1st day of August 1784.

Vide Sir J. Cummins. Several letters to the Council regarding the battalions under Captain Frith.

Shortly afterwards a part of this corps was ordered to march to Futtighur, and the remainder detached into the Mofussil to assist in realising the revenue; and as money was required to enable it to move, application was made to the Nabob's minister Hyder Beg Khan, but as a prior engagement had been entered into for paying off a crore and five lacs of rupees, due to the Honourable Company in the course of the years 1784 and 1785, he was unable to advance the sum required. Colonel Frith was consequently applied to, and strongly urged to obtain money upon his own credit and responsibility, and that he should be repaid as soon as the Nabob's government should be relieved from the pressing demands then upon it, and more particularly as the Governor-General had pledged himself to the Honourable Court of Directors of the East India Company, that the balance due from his Excellency the Nabob Vizier's government would be paid off in the course of the said years 1784 and 1785.

Colonel Frith being unwilling to press the minister or interrupt his exertions to pay off the debt so contracted with the government of India, accordingly raised what money was necessary for the subsistence of the said corps, which amounted at that period to about forty thousand (40,000) rupees. In February 1785 the Governor-General quitted India, leaving the late Lieutenant-General Palmer (then a Major), resident at Lucknow, to see the engagements which he had entered into with the Nabob's government as aforesaid fulfilled. A few months subsequent to the departure of the Governor-General, Sir John Macpherson (then Acting Governor-General) ordered the brigade back to Futtighur, and directed the Resident at Lucknow (Major Palmer) to call upon the Nabob's minister to provide for the payment of the brigade; but the Resident declined making the application, alleging it was a violation of the engagement entered into by his predecessor Mr. Hastings, and which he was left at Lucknow for the special purpose of seeing carried into effect, tendering at the same time his resignation if Sir John Macpherson should persevere in making the demand; Sir John Macpherson did however persevere, and Major Palmer was removed.

The corps under Colonel Frith becoming unnecessary, it was recalled for the purpose of being disbanded; but the embarrassments of the Nabob's minister being greatly increased by the extent of funds, which he had to provide for the payment of the Futtighur brigade, he was unable to provide money for the payment of the disbanded corps, and Colonel Frith was again obliged to exert his credit, in order to obtain a further sum of money.

Previous to Major Palmer resigning his appointment as aforesaid in July or August 1785, in making up the accounts of his office there appeared due to Colonel Frith, on account of salary and advance so as aforesaid, made for the subsistence of his corps for the preceding year, the sum of two (2) lacs and seventy (70,000) thousand rupees.

In consequence of the inability of the Nabob Vizier, and his minister, that year to pay any part of this sum for the reasons before stated, a bond for the same, bearing interest at 12 per cent. was consequently made out, under the seals of the Nabob and his minister, in favour of Colonel Frith, and delivered to him by Major Palmer the Resident. Colonel Frith, continued in the Nabob's service until July or August 1786, when he was removed, and ordered to form his corps. At this period, another year's allowance had become due;

but,

but, owing to the pecuniary difficulties that still existed with the Nabob and his minister, no part of the aforesaid allowance, or even the bond, was discharged, until the years 1788 and 1789, when Colonel Frith received tunkas or assignments on the Nabob of Furruckabad for one lac of rupees in part payment of the bond. In the year 1790, Colonel Frith, together with his corps (1st regiment of cavalry), were ordered round to the coast, from whence they returned to their station in the year 1792. During this service his health was greatly impaired, and continued gradually to decline until the termination of his existence, which took place in 1800.

In January 1798, when the late Nabob Vizier Seadut Ally Khan was placed on the musnud, the then Governor-General, Sir John Shore, publicly declared to Colonel Frith that all claims upon the government of the late Asolph Aldowlah should be immediately investigated, and such as appeared to be just and legal would be liquidated. The late Major-general Richard Frith (Colonel Frith's brother), was accordingly employed by Colonel Frith to make out the accounts up to that date, which, with the original bond, and such other papers as were deemed necessary to elucidate and establish the demand, were presented to Mr. N. B. Edmonstone, the secretary to Government, and one of the persons who it was supposed would have been employed in the investigation. However, the Governor-General was pleased to relinquish this just and laudable determination, and the papers were returned to Colonel Frith, and copies of them are now in the Secretary's Office in Fort William.

The East India Company have since taken possession of one-half of the Nabob's territory, and the annexed account will show that the money was lent by Colonel Frith on the security of the land, as Tunkhas were assigned to him in part payment thereof.

That the Government of India was a party to the transaction, it is submitted, appears by the under-mentioned letter of their resident and accredited agent, Major Palmer, and their treaty with the Nabob of 5th January 1798, which is stated in the Parliamentary Papers.

Extract from Lieutenant-general Palmer's letter to me, dated Calcutta, 21 August 1813 : " I have received your letter, dated 5th instant, enclosing an account of the demands of your father's estate on the Nabob's Vizier, made up to the 1st January 1798, and desiring such information on the subject as it may be in my power to give, together with my affidavit of the justice of the claim, and my advice for your proceeding in the recovery of it. As to the first of these points, I am unable to satisfy you, being entirely ignorant of the share to which your father was entitled of the bond for 2,70,000 rupees in his name, granted by the Vizier ; but I have no doubt of the statement being correct. I will cheerfully make my affidavit to the justness of the charge for a monthly allowance for commanding five battalions of the Nabob's sepoys for five months, as I was the public agent in that transaction, under the sanction of our Government."

(True extract.)

(signed) *W. H. L. Frith.*

Lieutenant-Colonel Frith conceives that the debt due to his father is of a public nature, and on that account, and because the Government acted in the business by their agent, Major Palmer, he feels himself entitled to the support of the Government of the East India Company in India in obtaining from the Nabob of Oude the payment of the remainder of his claim.

Dr.	His Excellency the late Nabob Vizeer in Account Current with Major R. Frith.				Cr.		
1785:	Rs.	a.	p.	1785:	Rs.	a.	p.
To amount of his Excellency's bond to Major R. Frith, dated 31st July 1785 - - - - -	2,70,000	-	-	By a tunkha on the Nabob of Furruckabad for one lac of rupees, payable as follows:			
				First kist in 1789-90, for - -	30,000	-	-
To interest on the said bond from 1st August 1785 to 31st January 1798, being 12 years and 6 months, at 12 per cent. per annum - - - - -	4,05,000	-	-	Second kist in 1790-91, for -	35,000	-	-
				Third kist in 1791-92, for -	35,000	-	-
To my monthly allowance in lieu of pay and all emoluments as commanding officer of five battalions of sepoys in his Excellency's service, at 5,000 sicca rupees per mensem, from 31st July 1785 to 31st July 1786, being 12 months - - - - -	60,000	-	-	By interest on the 1st kist, made up to 31st July 1792, per interest account, No. 1 - - - - -	8,605	-	-
				By interest on 2d kist, made up to 31st July 1792, per interest account, No. 2 - - - - -	5,811	8	-
To interest of ditto from 1st August 1785 to 31st January 1798, being 11 years and 6 months, at 12 per cent. per annum - - - - -	82,800	-	-	By ditto, 3d kist, per account, No. 3 -	1,925	-	-
						16,341	8 -
				By interest on one lac of rupees, received as above, from the 1st August 1792 to 31st January 1798, being five years and six months, at 12 per cent. per annum -		66,000	- -
				1798:			
				February 1, by balance due to Major Frith - - -		6,35,458	8 -
Sicca Rupees - - -	8,17,800	-	-	Sicca Rupees - - -		8,17,800	- -

Dr. His Excellency the late Nabob Vizeer in Account Current with Major *R. Frith*—continued.

1798:		<i>Rs.</i>	<i>a. p.</i>	1798:		<i>Rs.</i>
February 1: To balance of account current, including interest to this date - - - - -		6,35,458	8 -	February 1: By interest on one lac of rupees, received in three kists, on the Nabob of Furruckabad, from date to 1st February 1818, being 20 years, at 12 per cent. per annum - - - - -		2,40,000
To interest on his Excellency's bond to Major Frith, dated 31st July 1785, for 2,70,000 rupees, from date to 1st February 1818, 20 years, at 12 per cent. per annum - - - - -		<i>Rs.</i>	<i>a. p.</i>			
		6,48,000	- -			
To interest on my monthly allowance in lieu of pay and all emoluments as commanding officer of five battalions of sepoy in his Excellency's service, at 5,000 sicca rupees per mensem, from date to 1st February 1818, being 20 years, at 60,000 sicca rupees per annum, at 12 per cent. per annum		1,44,000	- -			
<i>Sicca Rupees</i> - - -		6,55,458	8 -			
1818:						
February 1, to balance of interest account due to the late Lieut.-Colonel Robert Frith this day - - -		5,52,000	- -			
<i>Sicca Rupees</i> - - -		11,87,458	8 -			

(signed) *W. H. L. Frith*,
Lieutenant-Colonel Bengal Artillery.

N. B.—The above account has to be brought on to the present period.

(signed) *W. H. L. Frith*.

(True copies.)

(signed) *H. Torrens*,
Deputy Secretary to Government of India
with the Governor-General.

On the 16th September last, the following letters were written to Lieutenant-Colonel Frith and Colonel Caulfield, by the Officiating Secretary with the Governor-General.

No. 106. From Officiating Secretary to Governor-General, to Lieutenant-Colonel *W. H. L. Frith*, Bengal Artillery, Cawnpore.

Sir,

Political Department.

I AM desired by the Right Hon. the Governor-General of India to acknowledge the receipt of your letter dated the 4th instant, with its enclosure, on the subject of your claim against his Majesty the King of Oude.

2d. In reply, I am directed to inform you that the Governor-General is precluded from authorising any description of interference in the matter of your claim against the King of Oude, and that the Resident at Lucknow cannot be made instrumental in any way in presenting your claim to his Majesty. In case that you are dissatisfied with this resolution of the Governor-General, you are at liberty to appeal against it, and to represent your case to the Hon. the Court of Directors.

I have, &c.

(signed) *T. H. Muddock*,
Officiating Secretary to Government of India
with the Governor-General.

Simla,
16 September 1839.

(True copy.)

(signed) *H. Torrens*,
Deputy Secretary to Government of India
with the Governor-General.

From

From Officiating Secretary to Governor-General, to Colonel *J. Caulfield*, C.B. No. 107.
 Officiating Resident at Lucknow.

Sir,

I AM desired by the Right Hon. the Governor-General of India to forward Political Department to you, for your information, the accompanying copy of a letter this day written to Lieutenant-Colonel Frith.

I have, &c.
 (signed) *T. H. Maddock*,
 Officiating Secretary to the Government of India
 with the Governor-General.

Simlah,
 16 September 1839.

(True copy.)
 (signed) *H. Torrens*,
 Deputy Secretary to Government of India,
 with the Governor-General.

EXTRACT Fort William Political Consultation of 18th May 1840.

Colonel *Frith's* Claim against the King of *Oude*.

No. 55.

From Lieutenant-Colonel *W. H. L. Frith*, Commanding 5th Bengal Artillery,
 to *T. H. Maddock*, Esquire, Secretary to the Government of India.

Sir,

I TAKE the liberty of addressing you again on the subject of my claims against his Majesty the King of Oude, and beg that you will do me the favour to submit for reconsideration, by the Right Hon. the Governor-General of India in Council, my letter of the 4th of September last to your address.

His Lordship is aware, that by the regulations of Government I am precluded from submitting my application to his Majesty the King of Oude to take my claims into consideration through any other channel than through the British Resident at his court, and that such mode of communication is open to all British subjects, and that I should subject myself to the severe censure of my superiors, if I adopted any other channel of communication. In my letter of the 4th September last, I only sought permission to submit my application through the prescribed channel, and I did not solicit any interference or advocacy of my claims by the Resident, seeking only the privilege accorded to all Europeans, applicants to his Majesty, and not asking the Resident to become at all otherwise instrumental in presenting my claims.

By your reply of the 16th September, sent to this application, I am precluded from submitting my case to his Majesty for consideration, the consequences of which press oppressively on me, and I therefore take the liberty to request that you will again lay my application before the Right Hon. the Governor-General of India in Council, and I feel confident that his Lordship's sense of justice will influence him in extending to me the privilege enjoyed by all members of the service to which I belong, and allow my application to his Majesty to be forwarded through the only channel permitted by the regulations of the service, without the advocacy or interference of the Resident at his Majesty's court, further than his being the channel of communication.

I have, &c.
 (signed) *W. H. L. Frith*,
 Lieutenant-Colonel Commandant
 5th Bengal Army.

Calcutta,
 5 May 1840.

Ordered that the following letter be written to Lieutenant-Colonel Frith and the Resident at Lucknow, with reference to the above.

C

From

No. 56. From *H. Torrens*, Esq., Officiating Secretary to the Government of India, to Lieutenant-Colonel *W. H. L. Frith*, Commanding 5th Bengal Artillery.

Sir,

Political Department.

Last para. of G. O. of 18 Sept. 1813.

I AM directed to acknowledge the receipt of your letter, dated 5th May, and in reply to state, that upon a reconsideration of all the circumstances of the case, and with especial reference to the caution contained in the extract from the general order cited in the margin, his Lordship in Council will authorise the Resident to transmit merely to the King of Oude any memorial you may have to present to his Majesty; but you must fully understand that the Resident will be directed to disclaim all desire of interference on the part of this Government in the matter of such memorial, as any interference in cases pending between individuals and native princes has been strictly prohibited by the Honourable Court, and this prohibition cannot in the present instance be at all relaxed.

Fort William,
18 May 1840.

I have, &c.
(signed) *H. Torrens*,
Officiating Secretary to Government of India.

No. 57. From *H. Torrens*, Esq., Officiating Secretary to the Government of India, to the Resident at Lucknow.

Sir,

Political Department.

From Lieut.-Col. Frith, dated 5 May.
To ditto, dated 18 May.

I AM directed by the Right Hon. the Governor-General in Council to forward to you, for your information and guidance, a copy of the correspondence noted in the margin.

Fort William,
18 May 1840.

I have, &c.
(signed) *H. Torrens*,
Officiating Secretary to Government of India.

EXTRACT Fort William Political Consultation of 1 February 1841.

No. 77. From Lieutenant-Colonel *W. H. L. Frith*, Bengal Artillery, to *T. H. Maddock*, Esq., Secretary to Government, Fort William; dated 7 January 1841.

Sir,

THE Right Hon. the Governor-General of India in Council having denied me the aid of Government for the adjustment of my claims on the Government of Oude, I beg leave now to refer to the interference lately exercised by the Resident at Hyderabad, as set forth in the "Englishman" newspaper, regarding the claims of Poorun Mull on the Hyderabad Government.

With such a precedent, I trust the Right Hon. the Governor-General of India in Council will not deem me unreasonable in soliciting his Lordship in Council to sanction a similar proceeding being instituted at Lucknow, with a view to the settlement of my claims on the King of Oude.

I have, &c.
(signed) *W. H. L. Frith*,
Lieutenant Colonel-Commandant, Bengal Artillery.

Ordered that the following reply be returned to the above :

No. 78.

(No. 370.)

From *T. H. Maddock*, Esq., Secretary to Government of India, to Lieutenant-Colonel Commandant *Frith*.

Sir,

In reply to your letter of the 7th ultimo, I am directed to inform you that the Governor-General in Council is not aware of any act of the Government which would form a precedent for its interposition in your case with the authorities in Oude.

Fort William,
1 February 1841.

I have, &c.
(signed) *T. H. Maddock*,
Secretary to Government of India.

From Lieutenant-Colonel *W. H. L. Frith*, Commanding Bengal Artillery, to
T. H. Maddock, Esq., Secretary to the Government of India.

Sir,

I BEG to forward a memorial, which I shall be obliged by your submitting for the consideration of the Right Hon. the Governor-General of India in Council.

I have, &c.
 (signed) *W. H. L. Frith*,
 Lieutenant-Colonel Commanding Bengal Artillery.

Calcutta, 13 November 1841.

To the Right Hon. *George* Earl of *Auckland*, G.C.B., Governor-General
 of India in Council.

The Memorial of *Warren Hastings Leslie Frith*, Colonel in the Honourable
 Company's Artillery, Bengal Establishment.

Showeth,

THAT your memorialist, as representative of his late father, Colonel Robert Frith, who died in 1800, has a large and just claim on the Government of Oude, and that of the Honourable East India Company, for money raised and advanced by him for the service nominally of the former, but equally for the benefit and use of both states, and for arrears of allowances as commandant of a brigade, which, under the treaty of 1784, was to receive charge of the important fortress of Futteh Ghurh. On the departure of the Governor-General, Mr. Hastings, by order of his successor, Sir John Macpherson, the Honourable Company's troops resumed direct charge of the fortress, and the brigade commanded by Colonel Robert Frith was ordered to be withdrawn, its disbandment being contemplated.

Vide the Vizier's letter to the Governor-General; received 21 April 1785.

3. But, on both occasions, that is, when the brigade was to be sent to, and when it was to be withdrawn from Futty Ghur, in consequence of the heavy arrears of subsidy due by the Oude Government to the Honourable Company, which was urgently demanded, the Oude treasury could not supply the funds necessary; Colonel Frith, with the knowledge and sanction of the Resident, Major Palmer, raised and supplied the funds required; and on an adjustment of accounts, on the 31st July 1785, a bond for two lacs and 70,000 rupees, bearing interest at 12 per cent., was granted by the Nawaub Asaf-ud-Dowlah, with the sanction of the Resident.

Vide Extract of General Palmer's letter to myself, appended hereto.

4. Colonel Frith continued in command of the brigade for one year subsequent to this, and became creditor for his monthly allowances of 5,000 rupees during that period, from satisfying which the pressure of the demand of the Honourable Company disabled the Nawab. This sum was in lieu of pay and all other allowances to Colonel Robert Frith; so that while he held the command of the brigade his pay and allowances from the Honourable East India Company ceased.

Vide Major Palmer's letter to the Council; also records of the Resident's office at Lucknow.

5. The above explanation will render intelligible the following statement of the claim of your memorialist for principal, exclusive of interest, to which your memorialist is justly entitled:

	<i>Rs.</i>
Principal of the bond - - - - -	2,70,000
Allowance for 12 months, ending 31st July 1785	60,000
	<u>Rs. 3,30,000</u>
Paid on a tunkhah by the Nawab of Futty Ghur, in four instalments, in 1789 to 1792 - -	1,00,000
Balance of principal - - - - -	<u>Rs. 2,30,000</u>

Add interest by calculation.

D

6. Your

6. Your memorialist regrets to state that his applications, as well to the Honourable Court of Directors as to the Government of Oude, have failed in procuring him the redress to which he considers himself entitled from both Governments.

7. With your Lordship's sanction, in 1840 he renewed his claim on the present King of Oude; and the Resident in his letter, dated the 24th June 1840, communicated the peremptory refusal of the King to do justice to your memorialist. Your memorialist had little hope of any other result, because your Lordship and the Honourable Court refused to urge his claim on the Oude Government in the mode in which, your memorialist submits, the Government of the Honourable Company, so long as it refuses to satisfy the claim of your memorialist, should urge the same on its dependent ally.

8. Your memorialist is perfectly aware that your Lordship cannot, under existing circumstances, adopt any direct measures for procuring redress to your memorialist; but he hopes your Lordship will not consider it inconsistent with your duty to recommend his case to the favourable notice of the Honourable Court, if satisfied with the substantial justice of his demand; he has, therefore, ventured to trouble your Lordship on this occasion.

9. Your memorialist considers that he is entitled to satisfaction from the Honourable East India Company, or to its interference to procure him that satisfaction on these grounds:

1. The money due was expended as much for the service of the Honourable Company as for that of its dependent vassal the Nawab of Oude.

2. It was the heavy demands of the Government of the Honourable Company on the Oude State which occasioned the inability of that state to supply the funds raised by your memorialist's father, and applied as above stated.

Vide Mr. Hastings' despatch to the Council in Calcutta, dated at Climar, 1784; also the despatch of the Council to the Court of Directors, forwarding Mr. Hastings' despatch.

3. Your memorialist's father held his position in the service of the Oude Government by the appointment and with the sanction of the Government of the Honourable Company, which ceased to pay to him the allowances due to his rank whilst holding the military command mentioned.

4. The funds raised and appropriated to the benefit of both states, were so raised and appropriated with the sanction of the Resident, Major Palmer, with whose concurrence the bond was granted.

5. Since the debt to the father of your memorialist arose, the Government of the Honourable Company has under treaty acquired the greatest part of the Oude territory, and in it, the district on which an assignment was granted to your memorialist's father, whereon he received 100,000 rupees.

6. By the treaty of 1797 with the Nawab Saadat Ali Khan, it was stipulated that he should satisfy the just debts of his brother, and though this clause (for political reasons) was omitted in the treaty of 1798, and in later treaty of cession in 1801, still your memorialist submits that the omission cannot affect the justice of his claims, either as regards the subordinate Oude Government, or the paramount Government of the Honourable Company, the occupant grantee of the largest part of the former Oude territory.

10. Your memorialist has indeed heard that in 1801, a promise was secretly made by the Government of the Honourable Company that it would not urge on the Oude state the satisfaction of any of its debts. Your memorialist, however, submits that if such be the case, his claim on the Government of the Honourable Company becomes the stronger.

11. Your memorialist has lately met with severe misfortunes, which have left to him nothing but the credit which he now brings to your Lordship's notice; his health is declining, and may compel him to return to his native country. Under these circumstances, he submits his case to the just and liberal consideration of your Lordship, praying that your Lordship will, after inquiry, bring it to the notice of the Honourable Court, with such recommendations as may tend to procure for your memorialist a final adjustment. Your memorialist cannot anticipate that the Honourable Court will finally resolve that your memorialist is to be deprived of all satisfaction for a claim so just. For such will be its determination

determination if it will neither afford satisfaction, nor interfere effectually to procure it. In this hope and confidence, your memorialist submits that he is willing to receive whatever sum the liberality of the Honourable Court, on the recommendation of your Lordship, may deem a reasonable compensation for the principal and interest during more than half a century of a claim so substantially just.

And your memorialist, as in duty bound, will ever pray.

Calcutta, 12 November 1841.

(signed) *W. H. Frith*,
Lieutenant-Colonel Commanding
Bengal Artillery.

EXTRACT of a Letter from Lieutenant-General *Palmer* to Captain *W. H. L. Frith*,
dated Calcutta, 21 August 1813.

"I HAVE received your letter, dated the 5th instant, enclosing an account of the demands of your father's estate on the Nawab Vizier, made up to the 1st January 1798, and desiring such information on the subject as it may be in my power to give, together with my affidavit of the justice of the claim, and my advice for your proceeding in the recovery of it. As to the first of these points, I am unable to satisfy you, being entirely ignorant of the share to which your father was entitled, of the bond for 2,70,000 rupees in his name, granted by the Vizier, but I have no doubt of the statement being correct. I will cheerfully make my affidavit to the justness of the charge for monthly allowance for commanding five battalions of the Nawab's sepoys for five months, as I was the public agent in that transaction under the sanction of our Government."

(True extract.)

(signed) *W. H. L. Frith*,
Lieut.-Col. Commanding Bengal Artillery.

From the Secretary to the Government of India, to Lieutenant-Colonel
W. H. L. Frith, Commanding Bengal Artillery.

No. 3335.

Sir,

I HAVE the honour to acknowledge the receipt of your letter, under date the 13th instant, forwarding a memorial regarding certain claims for money due to your late father, Colonel R. Frith, from the Government of Oude, and in reply to inform you that it is out of the power of the Governor-General in Council to interfere in this matter, but that your memorial will be submitted for the orders of the Honourable the Court of Directors.

Political Department.

Fort William,
22 November 1841.

I have, &c.,
(signed) *T. H. Maddock*,
Secretary to the Government of India.

(True copies.)

East India House, }
7 July 1856. }

F. W. Prideaux,
Assistant Examiner of India Correspondence.

COLONEL ROBERT FRITH.

COPIES of PAPERS and CORRESPONDENCE that has passed between the East India Company, the Government of *India*, and the King of *Oude*, relating to the CLAIM of Colonel *Robert Frith* on the GOVERNMENT of *Oude*.

(*Mr. Fagan.*)

Ordered, by The House of Commons, to be Printed,
9 February 1858.

Under 3 oz.

EAST INDIA (OUDH.)

RETURN to an Address of the Honourable The House of Commons,
dated 10 August 1859 ;—for,

“ COPY of LETTER from the Government of *India* to Lord *Stanley*, dated
the 17th day of May 1859, with reference to certain CLAIMS upon the
late NATIVE GOVERNMENT of *Oudh*.”

India Office, }
11 August 1859. }

J. W. KAYE,
Secretary in Political and Secret Departments.

(No. 70.)

To the Right Honourable Lord *Stanley*, M.P., Her Majesty's Secretary of State
for *India*.

Fort William, Foreign Department,
17 May 1859.

My Lord,

WITH reference to the correspondence, noted on the margin,* respecting cer-
tain alleged claims upon the late native Government of Oudh, we now reply to
the Court's Despatch of 17th June 1857.

2. It appears to us that the British Government is not, either morally or otherwise, under any obligation to discharge the whole or any part of the debt alleged to be due to Mr. Frith, as representative of his late grandfather, Colonel Robert Frith, upon the bond entered into by Azoff-ul-Dowlah, dated 31st July 1785; and, in our opinion, it would be very inexpedient to admit that any such obligation exists, by offering to pay any part either of the principal or interest. Such an admission, even if it extended only to the principal, might be used as a strong argument in support of the claim to interest, at the rate reserved by the bond, viz., 12 per cent. per annum, and would probably cause many similar claims to be raked up and brought forward, not only in the case of Oudh, but also in the case of other native States, which have lapsed to the British Government. Mr. Frith's claim.

3. In the Memorial, dated the 31st June 1856, and addressed to the Chairman and Deputy Chairman of the Honourable Court of Directors, Mr. Frith makes use of many arguments, which have from time to time been urged, for the purpose of showing that an obligation existed on the part of the East India Company before the annexation of Oudh, to discharge the debt out of the general revenues of India; but those arguments are of no greater force now than they have been at any time since the date of the bond; and whatever differences of opinion may have existed at one time, as to the obligation of the East India Company to urge upon the King of Oudh the importance of an immediate and effectual adjustment of the debt of the Lucknow† bankers, we do not find that anyone ever entertained the opinion that the East India Company were bound to satisfy that or any similar demand, of which there were many, out of the general revenues of India.

4. From 1790 down to the present time, frequent applications have been
made

* Letter from the Honourable Court, No. 22, dated 17 June 1857. Letter to the Honourable Court, No. 58, dated 22 August 1857.

† See Correspondence relating to claims of Calcutta bankers on the King of Oudh, printed by order of the House of Commons, 3 June 1834.

made for payment of the debt alleged to be due to Mr. Frith, and other similar claims; but the late Honourable Court of Directors and the Government of India have invariably refused to interfere, either by discharging the debt, or even by urging the Nawab Vizier to do so, though they have on several occasions allowed the claim to be presented to the Vizier, by the Resident, as the sole and regular channel of communication between the Vizier and British subjects. (See, amongst others, Letter from Secretary to Government of India to the Resident at Lucknow—Consultation 18th May 1816, No. 28.)

5. The only new ground which has been urged by Mr. Frith in the memorial now under consideration is, that the East India Company having succeeded to the kingdom of Oudh and its revenues, are bound to discharge all just claims against the former Government. But, if the length of time (upwards of 70 years), which has elapsed since the debt was contracted, and the repudiation of the debt by six successive sovereigns, who have dealt with the revenues of the State, as if the debt had never existed, are not in the present case to be deemed a bar to any recognition of the demand, it is impossible to say how many old claims against native States which have lapsed to the East India Company may not be preferred upon similar grounds. Mr. Frith appears to consider that the East India Company are now under the same obligation to satisfy the debts contracted by Azoff-ul-Dowlah, as they would have been, if the Nawab Vizier Saadut Ali had, in 1799, abdicated, and made over the whole of his territories and revenues to the East India Company; and in order to show that such an obligation would have existed, if Saadut Ali had abdicated in favour of the British Government, he quotes the explanation of Lord Mornington respecting the 10th Article of the Treaty, tendered in November 1799, by which it was stipulated that the Nawab Saadut Ali should not be responsible for any debts contracted by the late Nawab.

6. In that explanation his Lordship made the following remarks: * “The justice and necessity of discharging the *bonâ fide* debts to the native† creditors of the State, and also the arrears of the civil and military establishments are apparent, and it might with strict propriety be expected that the Nawab should apply a part of his treasures to the liquidation of these demands. The Company, however, are willing to take upon them the discharge of all such of these demands as, on investigation, shall be found to be equitable. His Excellency must, however, be sensible that the Company could never think of taking upon themselves this heavy burthen, without being put in possession of the complete control over the resources of the State, from the improvement of which, under a course of steady and economical management, they can alone expect to be reimbursed for the amount.”

7. It should be remarked that, according to the proposed treaty, the Nawab Vizier was to abdicate in favour of the East India Company. Bearing this fact in mind, the explanation above quoted shows, that Lord Mornington considered that, in strict justice, Saadut Ali, even if he should abdicate, was bound to apply part of his large treasures (treasures which he had amassed from the revenues of the State) to the liquidation of the debts of Azoff-ul-Dowlah, but that the East India Company might be willing, notwithstanding, to take upon themselves such of the debts due to the native creditors as, upon investigation, might be found to be equitably due; provided the Nawab Vizier would abdicate in favour of the Company, and make over to them the whole of his territories and revenues. Upon such conditions the East India Company were willing to enter into the treaty tendered, by which the Nawab was to abdicate, and the East India Company were to stipulate, in the terms of the 10th article, that “he should not be responsible for any of the debts contracted by Azoff-ul-Dowlah.” But admitting that in 1799, when the justice of the claims might easily have been investigated, the East India Company were willing to take upon themselves the payment of the

* Correspondence relating to claims of Calcutta bankers, printed 3 June 1834, p. 11.

† It is to be observed that Lord Mornington speaks only of native creditors. The reason seems to be twofold: 1st. Because Mr. Lumsden had reported that all the European creditors, with the exception of Mr. Bruce, had been paid; 2d. Because it was contrary to the orders of the Court of Directors, even before the 37 Geo. 3, c. 142, for British subjects in the service of the Company to be concerned in loans to the native princes. (See recital, s. 28 of that Act.) It was 1799, in which Lord Mornington spoke of the native creditors only, notwithstanding Colonel Frith had sent in his second memorial in 1798.

the debts equitably due to the native creditors, upon condition that Saadut Ali would abdicate in favour of the Company, it by no means follows that any obligation now exists to pay those same debts, because the Company have obtained possession of the revenues of the State under totally different circumstances, and without any condition whatever.

8. In 1799, the justice of the claims might easily have been investigated, and if any of the debts had been found to be equitably due, and had been paid at that time, the payments would probably have been made to the persons with whom the debts were contracted. This certainly would have been the case as regards Colonel Frith,* if anything had been found to be equitably due to him. But if the demand be paid now, the payment must be made, not to Colonel Frith himself, but to a descendant in the second degree from him, who would not, in all probability, have been one whit the richer if the debt had been paid to his ancestor. In fact, Colonel Robert Frith stated in his memorial, that the money alleged to have been advanced by him on account of the Nawab, was money which he had borrowed from natives, whom he would be unable to pay unless he should receive both the principal and interest due to him. There is every reason therefore to suppose that the persons who actually advanced the money were never repaid by him, and we would ask, what security is there that they will ever receive a farthing, even if Mr. Frith be now paid the full amount of the bond, with interest? But it may be said that if there is a strict right on the part of Mr. Frith to receive payment of the bond, considerations such as these cannot bear upon the question. It may be proper, therefore, to consider whether the acquisition of the revenues of Oudh in 1856 imposed upon the East India Company any obligation to pay the debts contracted by Azoff-ul-Dowlah in 1785. We hold that it did not, even if it could be proved, which it certainly has not been to our mind, that the services alleged to have been rendered, or the monies advanced, were rendered or advanced on account and upon the credit of the State, and not upon the mere personal credit of Azoff-ul-Dowlah. We would go further, and say not only that no such obligation exists, but that it would be unjust to the present generation to apply the revenues of the State in payment of debts contracted upwards of 70 years ago, instead of applying them towards improving the condition of the people. Mr. Frith's petition is not accompanied by a copy of the bond, and we have not been able to obtain one; but we will assume that Azoff-ul-Dowlah bound himself and his successors, the strongest case against the British Government, for it is not pretended that Colonel Robert Frith ever received a tunkah or assignment of the revenues for more than the one lac of rupees which were paid to him. There is a wide difference between a constitutional Government and a Government such as that of Oudh, under the Nawab Viziers, in which they, as *quasi* absolute sovereigns, were allowed to squander, upon their own personal vices and gratifications, as much of the revenues of the State as was not appropriated to the purposes of Government. In the case of *The Government of Bombay versus Ameer Chund*, Lord Tenterden asked, "What is the distinction between the public and private property of an absolute sovereign?" He said, "You mean by public property, generally speaking, the property of the State, but in the case of an absolute sovereign, who may dispose of everything at any time and in any way he pleases, is there any distinction?" And, in delivering judgment in the same case, his Lordship remarked: "I have already intimated my opinion, and I have the concurrence of the other Lords of the Council with me in it, that when you are speaking of the property of an absolute sovereign, there is no pretence for drawing a distinction; the whole of it belongs to him, as sovereign, and he may dispose of it for his public or private purposes, in whatever manner he may think proper." Although the Viziers of Oudh dealt with the revenues of the State very much like absolute sovereigns, and disposed of them during their own lives just as they pleased, they were not, in strictness, absolute sovereigns; they were merely delegated by, and subject to, the paramount power, and had no authority without the consent of that power to assign over to a private individual any portion of the territories placed under their government, or to charge the public revenues so as to bind their successors. To admit that Azoff-ul-Dowlah could have charged the revenues with

* Colonel Frith did not die until the year 1800.

with the payment of any debts which he contracted, even though the money might have been expended for the purposes of Government, would be to admit that he could have appropriated the whole of the current revenues of the State to his own private purposes, and have borrowed money for the immediate purposes of Government, upon the credit of his successors, and upon the security of those revenues, by which alone they could properly carry on the government of the country.

9. But even, if Azoff-ul-Dowlah or any other vizier had the power to borrow money for the purpose of Government upon the credit of the revenues of the State, and to charge such debts upon the revenues, so as to bind his successors, we think it is clear that he had no power to exempt his immediate successors and to throw the whole burthen of his extravagance upon the people of the third or fourth generation after him, by charging his debts upon the revenues of 1857 or any subsequent period. If Azoff-ul-Dowlah had done so, we apprehend that the British Government would not now have considered themselves morally bound to discharge such debts, after six sovereigns or viziers in succession to him, had, without regard to the interests or welfare of the people, been squandering the revenues of the State upon their own personal gratifications and follies, or in amassing wealth to be dissipated by others.

10. If, in the case supposed, the British Government would not have recognised the debts as a charge upon the revenues, of which they became possessed upon the annexation of Oudh, we cannot see any good reason why they should admit their liability to satisfy any portion of the present demand, for by so doing they will be admitting that Azoff-ul-Dowlah and the six succeeding sovereigns had power to do that which any one of them singly could not have done. If the necessities of the State required that debts should be contracted upon the security of the revenues, those debts ought to have been repaid out of the first revenues available for the purpose, after satisfying the current expenses of the Government of the country, and making a liberal allowance for the support of the king and his family and attendants, in a manner suitable to their rank and condition.

11. Admitting this principle to be the correct one, all the debts contracted by Azoff-ul-Dowlah, assuming that they were necessarily incurred for the benefit of the State (a fact which we no means admit), ought to have been paid, if not in the lifetime of Azoff-ul-Dowlah, at least during the reign of Saadut Ali, for the latter accumulated out of the revenues of the State a much larger sum than was sufficient to pay all the debts of Azoff-ul-Dowlah.

12. It is said that his accumulations amounted to 13,000,000 sterling.* The whole of these large accumulations were inherited by his son Ghazee-ood-deen Hyder, who succeeded as vizier in 1814; yet that prince, as well as his father, entirely repudiated all responsibility to discharge any of the debts, contracted by Azoff-ul-Dowlah.

13. In a letter of the 29th October 1816,† from the Nawab Vizier Ghazee-ood-deen Hyder to the Resident at Lucknow upon the subject of other claims, he writes, "The claim of Captain Frith, which was forwarded to me in your letter of the 15th Shaol (8th September) is of a similar description. You will be pleased to bring these circumstances to the favourable attention of his Excellency the Governor General, so that there may be neither discussion nor correspondence hereafter on affairs of this nature." Again, on the 21st December 1816, he addressed the Resident as follows: "I cannot consider it incumbent on me to have any concern with demands referable to the time of the Nawab Azoff-ul-Dowlah, and of which I have no knowledge whatever. My father, at the time of his accession, denied all claims of gentlemen and others relative to the time of my late uncle, and the adjustment of them was not mentioned in the treaty. Therefore, neither this, nor other claims of a similar nature, can at all apply to me."

14. In

* See "Mill's History of India," vol. viii, p. 109. Note.—See also Mr. Charles Grant's letter. Correspondence as before, pages 44, 45.

† See Papers: Cons. 16 May 1839, Nos. 72, 73.

14. In 1840 Colonel Frith renewed his demand upon the King of Oudh, Mahomed Ali Shah, who peremptorily refused to recognise the claim.*

15. Thus, it appears that the debt has been actually and finally repudiated by two Nawabs and one King of Oudh, and it has been virtually repudiated by their successors, all of whom have dealt with the revenues of the State as if the claim had never existed. If the debt ought to have been satisfied at all out of the revenues of the State, which accrued after the death of Azoff-ul-Dowlah, it ought to have been paid by Saadut Ali, or his son Ghazee-ood-deen Hyder, out of the treasure saved by the former from the revenues of the State, to which the latter succeeded; but they both repudiated the debt, and applied those funds to other purposes. We do not think that the British Government, by reason of their acquisition of the revenues of Oudh, are in any way bound to enter into the consideration of a question, which has been finally decided by the former rulers of that State, who have dealt with the revenues upon the footing of that decision. Even admitting that their decision was wrong, and that Saadut Ali was morally bound to pay the debts of Azoff-ul-Dowlah, the British Government are no more responsible for his short comings in this respect, than they are for any of the other delinquencies or omissions of any of the former rulers of the State.

16. If Azoff-ul-Dowlah, having sufficient funds from the revenues to enable him to discharge his debts, had applied those funds to his own private purposes, leaving his debts unpaid, the British Government would surely not have been bound to pay those debts in consequence of their obtaining the State and its revenues 70 years after the debts were contracted, and if not, there does not appear to be any valid ground for contending, that the people of the present generation ought to bear the burthen of these debts, which, if they had not been repudiated, might have been paid out of Saadut Ali's savings from the revenues during the period of his rule.

The people of Oudh gained nothing by his amassing the great wealth, which was inherited by his son, nor would the State have been injured, if he or his son had appropriated a portion of his revenues to the payment of the debts of Azoff-ul-Dowlah instead of appropriating them as they did; but as rulers of the State they repudiated the debts, and applied the surplus revenues in a manner wholly unprofitable to the State.

17. It cannot be urged, that if the province of Oudh had never been annexed, the alleged creditors of Azoff-ul-Dowlah would have been paid by the native Government to which the British Government succeeded. The native Government had absolutely repudiated the debts, and it is quite clear that they never would have paid them.

18. In the debate which took place in the House of Commons on the 28th of July 1834, upon the subject of the claim of the Lucknow bankers, Sir Robert Peel, after illustrating the impolicy of taking up the case, concluded his speech by referring "to the possible assumption of the Government of Oudh by the British Government, and solemnly deprecating in that case the commencement of the exercise of sovereignty by appropriating 1,100,000 *l.* sterling of the property of the territory to the liquidation of a claim for which it did not appear that the British Government had ever made itself, in the slightest degree, responsible." (See Thornton's History of India, vol. 6, page 21.) Mr. Thornton refers to the "Mirror of Parliament" as his authority; but we have not the book here, and have therefore not been able to see that report of the speech, but we have referred to the opinion, as it completely accords with our own.

We have thought it right to consider the case upon general principles, because there are many other similar claims upon which it will be necessary to come to a decision.

19. In regard to Mr. Frith's claim, we cannot help thinking that the lac of rupees which he received upon the tunkah, was as much as he was fairly entitled to under the bond, and we think that it was probably considered by Azoff-ul-Dowlah, and his minister, as a settlement of his demand.

20. This

* See letter, Resident to Colonel Frith, 24 June 1840. Memorial, 12 November 1841, para. 7. Cons. 22 November 1841, No. 95 A.

20. This case affords proof of the difficulty of investigating claims of 70 years' standing, and of the wisdom of the remark made by Ghazee-ood-deen Hyder, "that he could not consider it incumbent on him to have any concern with demands referable to the time of Azoff-ul-Dowlah, of which he had no knowledge whatever."

21. The claim made by Mr. Frith consists of two items :

Principal due upon bond to Colonel Robert Frith, dated 31st July 1785	Rs. 2,70,000
Allowance for 12 months, ending 31st July 1786, for commanding a company of the Nawab's battalion, at 5,000 per month	60,000
	<hr/> Rs. 3,30,000

Against this sum credit is given for one lac of rupees received by Colonel Robert Frith upon a tunkah or assignment on the Nawab of Furruckabad, payable by three kists in 1789-90, 1790-91, and 1791-92 respectively, and the balance, with interest at 12 per cent. to the present time, is claimed.

22. The balance in 1818 amounted to 11,87,458 rupees. It is not necessary to say to what extent it would be increased by the addition of interest calculated at the rate of 12 per cent., or even at the rate of 5 per cent. per annum.

23. Mr. Frith, in his memorial now under consideration, says, "with regard to the interest which has accumulated, that has arisen from an arbitrary refusal of the native Government to pay the debt, the validity of which they never questioned;" and then, with a show of great liberality, proceeds: "Still I am willing to admit that the interest appears to be a fair subject of compromise, and I would respectfully suggest that a moderate and reasonable amount of simple interest should be fixed for the whole period, as the most equitable mode of settling that portion of the claim." We strongly recommend that he should not be paid either principal or interest.

See Memorial.
Capt. Frith, the
father of the pre-
sent claimant, 20
January 1819.
Cons. 15 January,
No. 15.

24. It appears that Colonel Robert Frith, then Captain Frith, was aide-de-camp to Warren Hastings in 1782-83 and 1784, and that upon the Governor General's quitting Lucknow in 1784, he was appointed to take the command of a corps belonging to the Nawab, at a salary of 5,000 rupees a month.

25. Mr. Frith and his father, who was the son of Colonel Robert Frith, in the memorials which have been from time to time presented, have always claimed the full amount of the bond, 2,70,000 rupees and interest.* But Colonel Robert Frith, the original creditor in 1798, gave his own account of the transaction.

See account, dated
31 January 1798.
Cons. 5 March
1798, No. 5.

26. In the account then transmitted by him, he claimed not the whole amount of the principal of the bond, but only 1,50,000 rupees thereof as his share, after deducting :—

	Rs.
Mr. Robert Grant's share thereof	80,000
Mr. Robert Bruce's share	22,000
Colonel Palmer's share	18,000
	<hr/> Rs. 1,20,000

He also claimed 60,000 rupees as his allowance as commanding officer of a corps of sepoys in the Nawab's service for one year, from 31st July 1785 to 31st July 1786, and interest on the above sum at 12 per cent., and he gave credit for 1,00,000 rupees received upon the tunkah on the Nawab of Furruckabad, dated in 1789, and he added the following note: "1st. N.B. Major Frith's share of the bond for 2,70,000 rupees arose from an allowance of 5,000 rupees granted to him by the late Vizier, on the command of four battalions of sepoys being conferred on him, in lieu of all emoluments, from money advanced to the battalions by Buksh

* See the account said to have been made out by Colonel Frith's brother in 1798, with interest, account continued to 1 February 1818, showing a balance of Rs. 11,87,458. Letter to T. H. Maddock, Esq., dated 4 September 1839. Cons. 20 November 1839, Nos. 103, 104.

Buksh Roye and Kushmery Mull on his credit, and for feeding and other expenses of the gun bullocks of the artillery attached to the battalions. The account of the whole was made up to the 31st July 1785, approved of, and the bond granted."

27. Thus it appears that his share of the bond consisted partly of arrears of his allowance of 5,000 rupees a month, due prior to the 31st July 1785; partly of money advanced by two natives on his credit (whether they were ever repaid or not does not appear), and partly on account of expenses of the gun bullocks, &c.

28. The other item claimed by him was 60,000 rupees for arrears of allowance from 31st July 1785 to 31st July 1786. To this item he attaches a note:—

"2d. N.B. A bond for 40,000 rupees, in part of the 60,000 above charged, was offered to Major Frith, but rejected, because the full amount of his allowances was not included."

29. The above account was dated 31st January 1798. Colonel Robert Frith had, however, in 1790, sent in a previous account, in which he showed, that his claim for principal on the bond amounted to only 1,00,000 rupees. There seems to be no reason to suppose that Colonel Robert Frith's claim for principal on the bond exceeded 1,00,000 rupees, the amount stated in his first account in 1790; and, if so, it is probable that the 1,00,000 rupees received on the tunkah was intended to cover his demand upon the bond, for we find that an arrangement was subsequently made, on behalf of Azoff-ul-Dowlah, with all his other European creditors, by which they, with one exception, agreed to receive the principal of their debts, without interest.

See Cons. 9 March 1798, No. 5.

Letter to Lord Cornwallis, dated 19 October 1790, and Encl. T. Cons. 20 October 1790, No. 190.

"In 1795, the Vizier Azoff-ul-Dowlah became sensible of the urgent necessity of retrieving his affairs, and requested the British Government to allow their Resident, Mr. Cherry, to assist him in ascertaining the amount of his debts, with the view to their liquidation. Sir John Shore consented to the Resident's affording the required assistance, and promised the communication of his own opinion upon the result whenever called upon; but he restricted Mr. Cherry's interference in the adjustment of the claims, to transmitting applications and forwarding answers. In the performance of this duty, Mr. Cherry had an opportunity of informing himself of the Nawab's debts, which appear, from a statement he received from the minister and transmitted to the Governor General in November 1795, to have amounted to 1,02,40,120 rupees, besides 75 lacs for salaries to officers." (See Correspondence as above, p. 6.)

30. Mr. Lumsden succeeded Mr. Cherry, as Resident, and the following is his account of the arrangement:—

"The whole of the principal debt has been paid to the European creditors, Mr. Bruce excepted, half in gold and half in silver, and they have each executed a general release and given up their bonds. The negotiation was finally closed at a late hour last night, when Rajah Janoo Lall proceeded to join the Vizier, having previously ordered away the money which he had deposited in my treasury for the purpose of paying Mr. Bruce,* if he had acquiesced in the Vizier's offer. Mr. Bruce demanded interest, as well as principal, and thus lost his whole debt, amounting to 4,50,000 rupees. The other European creditors had consented to receive the principal of their debts without interest." (See same Correspondence, p. 7.)

We have examined the list of creditors sent in by the minister to Mr. Cherry, but the name of Colonel Robert Frith is not mentioned therein, which leads us to suppose that having received on the tunkah one lac of rupees, which, according to his account of 1790, was the full amount of the principal due to him on his bond, or for some other reason, he was not acknowledged as a creditor by the Nawab or his minister in 1795, when the Nawab was arranging to compound with his European creditors by paying them their principal without interest.

31. We

* Note.—This Mr. Robert Bruce is no doubt the same person who is said by Colonel Frith to have had an interest in the bond to the extent of 22,000 rupees, and if so, that sum was in all probability included in his demand.

31. We do not find, in the list of creditors, the name of Mr. Robert Grant, or that of Colonel Palmer, the former of whom Colonel Frith admitted to be interested in the bond to the extent of 80,000 rupees, and the latter to the extent of 22,000 rupees.

32. The latter is, no doubt, the Major Palmer who was the private agent of Warren Hastings at Oudh, so frequently alluded to in the articles of impeachment, and who is said himself to have had a salary of 22,800*l.* a-year. (*See Burke's Charges*, No. 16, s. 89.)

33. This is also, we presume, the gentleman who is referred to in Mr. Frith's present memorial as having ascertained the balance due to Colonel Frith, though no mention is made of the fact, that he himself was one of the persons interested in that balance. Mr. Frith says: "Major Palmer resigned his office in 1785, and, in making up his accounts, ascertained the balance due to Colonel Frith from the Nawab. For this amount, a bond, bearing interest at 12 per cent., was sealed by the Nawab, in favour of Colonel Frith, and officially delivered to him by Major Palmer." * * *

"With respect to the debt, no question can, I think, arise, as Mr. Palmer, the Resident at Lucknow, has given most ample proof of its correctness, both in his report to the East India Company, and in his letters to my father."

34. What Mr. Palmer had to do with ascertaining the balance due to Colonel Frith from the Nawab, in making up his own accounts, we are at a loss to conjecture. We have no doubt that Major Palmer must have received his share of the principal of the bond, for, in his letter dated 21st August 1813, to Captain Frith, the son of Colonel Frith, he makes no mention of any part of the principal remaining due to himself. He says, "I am entirely ignorant of the share to which your father was entitled of the bond for 2,70,000 rupees in his name, granted by the Vizier;" but he says nothing of his own share in the bond, or that any portion of what he had himself advanced remained due.

See extract of letter annexed to Col. Frith's memorial, dated 12 November 1841; Cons. 22 November, No. 25 A.

35. Mr. Bruce, it appears, was not paid, because he refused to come into the compromise; but that is not a sufficient reason for Mr. Frith's now claiming his share. The whole claim, so far as the bond is concerned, is so unsatisfactory, that even if we considered that there ever was any obligation on the part of the East India Company to satisfy the debts of Nawab Azoff-ul-Dowlah, we could not recommend that any portion of the principal or interest on the bond for Rs. 2,70,000 should be paid.

See Correspondence as above, page 7.

36. In 1790, Colonel Robert Frith claimed 1,00,000 rupees only of the principal due on the bond. In 1798, he claimed 1,50,000 rupees as his share. His son and grandson have increased the demand of principal due on the bond to 2,70,000 rupees. Notwithstanding these variances, important under any circumstances, but still more so when interest at 12 per cent. from 1785 to the present time is claimed, we think it is clear that Colonel Frith's share of the principal of the bond did not exceed 1,00,000 rupees, which he claimed at first. It is also clear that he received that amount upon a tunkah, and that the rest of the European creditors, with the exception of Mr. Bruce, compromised their claims in 1795, by receiving the principal without interest, and that they received better terms than the native creditors; that a great portion of Colonel Frith's share in the principal of the bond was not for money advanced, but for arrears of salary of 5,000 rupees a month, to which Colonel Frith, though only a captain at the time, having been aide-de-camp to Warren Hastings in 1782, 1783, and 1784, was appointed just previously to the latter's leaving India (a salary which appears to have been exorbitant for a captain in the army); that Colonel Frith was not included in the list of creditors made out by the minister, Rajah Tuckaet Roy, and sent to Mr. Cherry, the Resident, in 1795; that no sufficient explanation is given why, if he considered that Azoff-ul-Dowlah was his debtor, Colonel Frith did not bring forward his claim when Azoff-ul-Dowlah was settling his debts in 1795, but waited until 1798, a year after his death (Azoff-ul-Dowlah having died in 1797); that this claim has not been brought forward in a manner calculated to afford much confidence, that any portion of the demand remains fairly due. As to the second item of the demand, viz., one year's allowance, 80,000 rupees, and

and interest thereon at 12 per cent.,* we do not think that the Government, in 1857, is called upon to pay salaries which became due to officers in 1785, either with interest at 12 per cent., or without interest, even if it were clear that the salaries were just and equitable. But still less ought such salaries to be paid, when the circumstances under which the appointments were made, lead to the conclusion, that the interests of the officer, rather than those of the State, were considered in the arrangement.

37. We find from Colonel Frith's own memorial that Mr. Macpherson, who succeeded Warren Hastings and Mr. Stubbs, disavowed any knowledge of Colonel Frith's appointment, and in doing so, refused their sanction to the Vizier's payment of the allowances annexed to it. We find, in the extract of proceedings of the Governor General in Council, in the Secret Department, 3d May 1785, the following entry:—

See Memorial, 19 October 1790, Cons. 20 October 1790, No. 41.

"Captain Frith, commanding four battalions of Sepoys, in lieu of all charges and contingencies whatever, 5,000 rupees per mensem." "The Board know nothing of Captain Frith's appointment, and cannot therefore authorise the allowance." Also the following extract of a letter, in the Secret Department, to the Honourable Court of Directors, dated 31st July 1785, par. 8:—"The Governor General's agent has been directed to acquaint the Vizier that the salaries paid to Captain Frith cannot be authorised." Surely, if after this letter, Captain Frith thought fit to continue in the employment of the Nawab Azoff-ul-Dowlah, and the latter chose to continue him there for another year, the salary cannot fairly be considered as a public debt, binding upon the revenues of his successors.

Cons. dated 19 October 1790, No. 11.

38. In 1790, a claim was brought forward by Major Darell for arrears of salary due to him from the Vizier, amounting to 98,000 rupees; the Government determined, "that as it came in every respect under the description of a private debt, it would be no less improper, with regard to the Vizier, than derogatory to the dignity of the Government,† to take any concern in soliciting the payment of it; and of this decision the Court approved."

39. The claim of Colonel Frith was considered by the Committee of Correspondence‡ to be similar in its nature to that of Major Darell. If the debt was a private debt, it cannot, we think, irrespective of other considerations, constitute a valid claim against the revenues of Oudh.

40. For the above reasons we recommend that Mr. Frith's claims be rejected altogether.

41. This case having been referred to the Honourable Court in our Despatch, No. 107, § dated 8th October 1856, and being still under consideration, we abstain from offering any opinion on the claims. We would, however, remark that the Dosses, or their representatives, do not appear to be the persons really interested in the debt. If Mr. Prendergast had not purchased the debt or had no personal interest in it, it appears to us to be a very remarkable fact that his widow and two sons, who were his representatives, should have been appointed agents for the Dosses in his place, as appears from the memorial.

Captain Prendergast's claim.

42. The sum claimed is 90,265 sicca rupees, with interest at 12 per cent., on a bond given by Azoff-ul-Dowlah, dated 12th December 1783, and for salary due from the Nawab Vizier to Mr. Grant, as assistant to the Resident. The consideration of the bond is alleged to be a house sold to the Vizier, and money received by the Vizier on some tunkah given by the Nawab of Mozuffer Jung, a tributary chief of Oudh, for certain merchandise sold to him by Mr. Grant. It is stated that Azoff-ul-Dowlah received

Claim of the Rev. James Fendal, executor of Mrs. E. Grant, widow and executrix of Robert Grant, deceased.

See List of Documents, No. 8.

* Note. In the account sent in by Captain Frith, in 1790, he made no claim for interest on the arrears of salary said to have become due in July 1786, although he said, it was, in fact, equitably due.

† Correspondence as before, page 8. Report of the Committee of Correspondence, dated 31 May 1822.

‡ See also extract from letter from the Honourable Court of Directors, No. , dated 25 October 1820, Military Department, p. 86; also, extract of proceedings, Government of India, Foreign Department, dated 20 October 1790.

§ Abstract, Nos. 41, 42.

received the amount of the tunkahs on account of Mr. Grant, to obviate inconvenience, but never paid over the money to him. We would reject the claim altogether. We do not consider that the Government of 1859 is in any manner called upon to pay out of the revenues of the State a debt which was a mere private debt from Azoff-ul-Dowlah.

43. We presume this is the same Mr. Grant who is said to have been entitled to a share of the bond given to Colonel Frith. His name is not inserted in the list of creditors sent by the minister to Mr. Cherry in 1795.

44. It appears from the petition, that Mr. Grant, in 1783, entered the service of the East India Company, and was appointed assistant to the British Resident at Lucknow; that shortly after the transaction in question, he was removed by Government from Lucknow at 48 hours' notice; that he petitioned in vain to be allowed to return to Lucknow to arrange his affairs, but that no reply was vouchsafed. A list of documents is annexed to the memorial, but they are not sent. (*See Mr. Jennings' letter.*) We would reject the claim altogether. We scarcely think that the claimants can be serious in supposing that it will be paid.

Claim of the Dowager Lady Darell, as representative of Sir Henry Verelst Darell.

45. This claim is made by Lady Darell, as representing Major Darell.

46. The claim is for 98,000 sicca rupees, due on seven bonds, alleged to have been given by Azoff-ul-Dowlah to Major Darell, for arrears of pay as aide-de-camp to the Nawab Vizier from 1779 to 1783.

Major Darell was previously aide-de-camp to Sir Eyre Coote, Commander in Chief, but resigned that appointment upon obtaining the appointment of aide-de-camp to the vizier.

47. Six of the bonds, for 90,000 sicca rupees, bear interest at 12 per cent., the other does not bear interest. This debt, as shown above, has always been treated as a private debt. Major Darell's name was not in the list of creditors sent in to Mr. Cherry in 1795. We would reject the claim altogether.

We have, &c.
(signed) *Canning.*
J. Outram.
H. Ricketts.
B. Peacock.

EAST INDIA (OUDH).

COPY of LETTER from the Government of *India*
to Lord *Stanley*, dated 17 May 1859, with
reference to certain Claims upon the late
NATIVE GOVERNMENT of *Oudh*.

(*Mr. Ayrton.*)

Ordered, by The House of Commons, to be Printed,
12 August 1859.

202—SESS. 2.

Under 2 oz.

EAST INDIA (CLAIMS UPON OUDH).

RETURN to an Address of the Honourable The House of Commons,
dated 20 August 1860;—for,

A "COPY of the LETTER from the Governor General of India in Council to
the Honourable Court of Directors of the East India Company, No. 53,
dated the 22d day of August 1857."

India Office, }
August 1860. }

T. G. BARING.

COPY of LETTER from the Governor General of India in Council to the
Honourable Court of Directors of the East India Company, No. 53, dated
the 22d day of August 1857, relative to the CLAIMS upon the late Native
Government of *Oudh*.

Honourable Sirs,

WE have the honour to acknowledge the receipt of your letter, No. 22, dated
the 17th June last, with its enclosures, respecting certain alleged claims upon
the late Native Government of Oudh, and directing these claims, as well as
others of a similar character, to be investigated and reported upon.

2. Your Honourable Court's instructions will be carried into effect as soon as
the state of public affairs in Oudh will permit.

We have, &c.

(signed) *Canning.*
J. Dorin.
J. Lott.
B. Peacock.

COPY of LETTER from the Governor General
of India in Council to the Honourable Court
of Directors of the East India Company,
No. 53, dated the 22d day of August 1837,
relative to the Claims upon the late Native
Government of *Oudh*.

(*Mr. Torrens*.)

Ordered, by The House of Commons, to be Printed,
22 August 1860.

EAST INDIA (CAPTAIN FRITH).

RETURN to an Address of the Honourable The House of Commons,
dated 26 June 1860;—*for*,

A “COPY of all CORRESPONDENCE, MINUTES, and REPORTS relating to
the CLAIM of Captain *Frith* on the late Government of *Oude* (in
continuation of Return presented on the 30th day of July 1858).”

India Office, }
24 July 1860. }

J. W. KAYE,
Secretary in the Political Department.

(*Mr. Ayrton.*)

Ordered, by The House of Commons, to be Printed,
25 August 1860.

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COPY of all CORRESPONDENCE, MINUTES, and REPORTS relating to the CLAIM of Captain *Frith* on the late Government of *Oude* (in continuation of Return presented on the 30th day of July 1858).

From *J. C. Melvill*, Esq., to *W. H. L. Frith*, Esq., dated India Office,
22 July 1859.

Sir,

I AM directed by Sir Charles Wood to inform you, in reply to your letter of the 11th of July, requesting to be furnished with a copy of the report of the Government of India on the claims which you have advanced against the late Native Government of Oude, that it is not the practice of Her Majesty's Government to supply copies of public Despatches to private individuals, but that on applying to the Secretary in the Political Department of this office you will be permitted to read the report to which you refer.

I am, &c.
(signed) *J. Cosmo Melvill*.

From *J. C. Melvill*, Esq., to *W. H. L. Frith*, Esq., dated India Office,
29 July 1859.

Sir,

I AM directed by Sir Charles Wood to acknowledge the receipt of your letter of the 27th ultimo, inquiring whether any report has been received from the Government of India respecting the claims advanced by your family against the late Native Government of Oude, and I am instructed to inform you in reply, that the Government of India, in a Despatch dated 17th May 1859, and received since the receipt of your letter, have reported circumstantially on your case, and recorded an opinion adverse to your claim, recommending that it "be rejected." Her Majesty's Government see no reason to doubt the propriety of this decision.

I am, &c.
(signed) *J. Cosmo Melvill*.

From *W. H. L. Frith*, Esq., to Sir *Charles Wood*, dated Bacon's Hotel,
Albion-place, Hyde Park Square, 8 December 1859.

Sir,

REFERRING to your letters to me of the 22d and 29th of July last, I beg to say that, in accordance with the permission contained in that of the 29th of July, I took the opportunity of inspecting, in the hands of the Secretary of the Political Department, the Despatch received from the Government of India, on the subject of my claim.

That Despatch has since been printed, in pursuance of an order of the House of Commons.

In that Despatch, paragraph 37, a reference is made to a memorial presented by my grandfather, Colonel Robert Frith, on the 1st of October 1790, and an extract given from that memorial.

I have not a copy of this memorial; and as an extract from it is thus used against me, I trust that I will be permitted to obtain a copy of it, as well as all documents, if any, which were annexed to it, from the India House.

I will feel very much obliged if directions are given that I may obtain the copies as soon as they can be conveniently given.

I have, &c.
(signed) *Warren Hastings L. Frith.*

From *J. Cosmo Melvill*, Esq., to *W. H. L. Frith*, Esq., dated India Office,
14 December 1859.

Sir,

IN reply to your letter of the 8th instant, I am directed by Sir Charles Wood to inform you, that on application to the Political Department of this office, you will be permitted to examine the record to which you refer, and to make such extracts from them as you may require.

I am, &c.
(signed) *J. Cosmo Melvill.*

From *W. H. L. Frith*, Esq., to Lord *Stanley*, dated 29, Spring Gardens,
28 January 1860.

My Lord,

I HAVE the honour to enclose to your Lordship for presentation to the Queen, a petition to Her Majesty setting out the claims upon the Government of India, of myself, and my brothers and sisters, as representatives of the late Colonel Robert Frith of the Bengal Cavalry.

The claim of the representative of Colonel Frith, was brought before the late Court of Directors, by a letter from me, dated the 5th day of June 1856, immediately upon the annexation of Oude.

Having been desired to make my application to the Government of India, on the 25th of July 1856 I addressed a letter to Mr. Edmonstone, the Secretary to the Government of India, bringing the claim under the notice of the Governor General.

I beg to refer your Lordship to these letters, and also to my letters to Sir James Melvill, dated respectively the 16th of April 1857, the 23d of August 1857, the 6th of January 1858, and Sir James Melvill's letters to me of the 7th of May 1857, the 9th of September 1857, and the 18th of January 1858.

I have enclosed copies of these letters, from which your Lordship will perceive that the case has been before the Governor General for inquiry, and that an early report has been promised.

In the meantime, we have been advised that the proper course under the new constitution of the Government of India is to state the case in a petition to Her Majesty, that upon Her Majesty's command to that effect being graciously given, the whole case may be dealt with in whatever manner may seem right.

Trusting that your Lordship will consider this the proper course, I beg to forward the enclosed petition.

It would be impossible to encumber the petition to Her Majesty by a statement of all the documents and proofs that sustain the claim; but upon receiving your Lordship's permission, I will forward to your Lordship, for the consideration of yourself and the Council for India, a full statement of the documents and evidence which sustain the case made in the petition.

Trusting that your Lordship will be of opinion that the claim so preferred is founded in justice,

I have, &c.
(signed) *Warren Hastings Leslie Frith.*

Sir,

Oriental Club, 16 April 1857.

IN June last I submitted to the Honourable Court the claim of my late father, Colonel Frith, of the Bengal Artillery, on the late Government of Oude, and was, in reply, informed that I should apply to the Government of India on the subject. I did accordingly on the 25th of July last apply to the Government of India, but have not received from it any reply.

I trust I shall not now be considered importunate in requesting to be informed what answer the Honourable Court purpose to give to my claim.

I remain, &c.
(signed) *W. H. L. Frith.*

Sir J. C. Melvill, K. C. B.

Sir,

Oriental Club, 23 August 1857.

WITH reference to your letter of the 7th of May last, in which you inform me that the Court will "immediately" write to the Government of India on the subject of my claim against the late State of Oude, I hope I shall be excused for troubling you with a request to be informed what course the Government of India have been instructed by the Honourable Court to adopt for the purpose of inquiry into these claims, in order that I may have an opportunity of submitting to it the proofs in support of my claim.

Your obedient servant,
(signed) *W. H. L. Frith.*

Sir J. C. Melvill, K. C. B.

Sir,

Oriental Club, 6 January 1858.

WITH reference to your letter to me of the 9th of September last, in which you inform me that the Court of Directors do not expect any early reply on "the subject," may I be excused for asking to be informed whether the Court has now received any reply from the Government of India on the subject, and if so, whether the Court would have any objection to send me a copy of such reply.

I am, &c.
(signed) *W. H. L. Frith.*

Sir J. C. Melvill, K. C. B.

The following are Replies to the foregoing Letters.

Sir,

East India House, 7 May 1857.

I AM commanded by the Court of Directors of the East India Company to acknowledge the receipt of your letter of the 16th ultimo, requesting to be informed what answer the Court propose to give to your claim against the late Government of Oude, and, in reply, I am directed to state that the Court have not yet received from the Government of India a report upon the letter which you addressed to that Government in July last, but they will write immediately to call for the opinion of the Government on your claim, as well as on the other claims, which have been made of a character similar to that advanced by you.

I am, &c.
(signed) *James C. Melvill.*

W. H. L. Frith, Esq.

Sir,

East India House, 9 September 1857.

I AM commanded by the Court of Directors of the East India Company to state, in reply to your letter of the 23d ultimo, that the Court have instructed the Government of India to adopt measures for the investigation of your and other pecuniary claims against the late Government of Oude, but under existing circumstances they do not expect any early report upon the subject.

W. H. L. Frith, Esq.

I am, &c.
(signed) *James C. Melvill.*

Sir,

East India House, 18 January 1858.

I HAVE laid before the Court of Directors of the East India Company, your letter of the 6th instant, "asking to be informed whether the Court has now received any reply from the Government of India," to their Despatch (requesting the Governor General in Council to inquire, at the earliest convenient period, into the claims put forth by yourself, and others against the late Native Government of Oude), and whether, if such answer has been received, the Court would have any objection to send you a copy of it.

I am directed to state in reply, that the Court have received a Despatch from the Governor General in Council, dated the 22d August 1857, intimating that the Court's instructions will be carried into effect as soon as the affairs in Oude will permit the institution of such an inquiry.

W. H. L. Frith, Esq.

I am, &c.
(signed) *James C. Melvill.*

To Her Most Gracious Majesty the Queen.

THE Humble Petition of the undersigned, Her Majesty's most dutiful and loyal subject, Warren Hastings Leslie Frith, Oriental Club, London, executor of Warren Hastings Leslie Frith, Colonel Bengal Artillery, deceased, and who is now the sole legal representative of Colonel Robert Frith,

May it please Your Majesty,

Most humbly sheweth,

That your petitioner humbly approaches Your Majesty as now the direct and supreme ruler of the Indian Empire to prefer to Your Majesty a claim for payment of a debt justly payable to him out of revenues which have now become the property of Your Majesty's Royal Crown.

That at the time of the recent annexation of the kingdom of Oude to the territories of the East India Company, your petitioner had a claim upon the Government of Oude, which that Government were bound in justice to discharge.

That by the annexation of that kingdom to the territories of the East India Company, the debts and liabilities of the late Government of Oude were transferred with the revenues, and ought now to be paid out of the revenues of that kingdom.

That in addition to this, the debt due to your petitioner was contracted under circumstances which entitled your petitioner to consider that it was contracted under the guarantee of the Government of India, and that it was one which the Government of India were bound in justice to see discharged; but that the late Court of Directors refused to recognise this liability, considering that the debt was due by the King of Oude, with whom, on the ground that he was an independent sovereign, they refused in any manner to interfere.

Your petitioner begs leave humbly to submit to Your Majesty the following statement of his claims upon the Government and revenues of Oude, and upon the revenues of India.

In the year 1784 your petitioner's grandfather, Colonel Robert Frith, was an officer in the army of the East India Company, and was then aide de camp to the Governor General, Warren Hastings.

In

In the year 1781 a treaty was concluded between the East India Company and his Highness Asoph-oo-Dowlah, the then Vizier of Oude, by which it was, among other things, agreed that the Company should give up possession of a fortress in the Vizier's dominions, called Futtu-Ghur, which they then held, and that the troops of the Vizier should in future be commanded by an officer of the Company's service, to be nominated by the Company.

That, previous to this treaty, the Government and revenues of Oude, although nominally managed in the name of the Vizier, had been entirely under the control of the Resident and officer of the Company, a fact perfectly notorious to all persons in the Indian service.

That it being a matter of the utmost importance that the post of commander of the Vizier's troops should be filled by an officer of fidelity and ability, Colonel Robert Frith was selected by the Governor General for that post, and accordingly, by the appointment of the Governor General, became commander of the troops of the Vizier of Oude.

That in accepting such post, it was never believed or considered that Colonel Frith was transferring his services from the East India Company to a foreign and independent State, but was, on the contrary, most effectually discharging his duty as an officer of the Company's army.

That under such belief, and still continuing under the protection of his own country, Colonel Frith, at the instance of the Governor General, took the command of the Vizier's troops, consisting of five battalions of sepoy with eight field-pieces, under an agreement with the Vizier that he was to receive from the Vizier, in lieu of pay, table money and all other emoluments, 5,000 Lucknow rupees per month, his pay from the Company being in the meantime suspended.

All these arrangements were entered into with the knowledge and sanction of the Governor General and the British authorities in India.

Soon after Colonel Frith so took the command, part of the troops were ordered to march to the fortress of Futtu-Ghur, to relieve the troops of the Company, who were to evacuate it under the treaty, and the remainder of the Vizier's troops were detached into the Mofussil to assist in realizing the revenue; but when the troops were about to move, the money necessary for pay and subsistence was not supplied, and the Vizier's Minister (Hyder Beg Khan) declared that he was unable to furnish the money, as all the resources of the country were required to make up a crore and five lacs of rupees, the arrears of a subsidy due to the Company, and which the Governor General had peremptorily required to be paid in the course of that year, as he had pledged himself to the Court of Directors that the money should be provided.

Hyder Beg Khan urged Colonel Frith to raise money for the troops on his own credit and responsibility, which should be repaid as soon as the pressing demands on the revenue were discharged. Colonel Frith seeing that if the money was not procured, the troops would be disbanded, and that consequences most injurious to the interests of the Company and to the British cause in India would unavoidably ensue, determined to exert himself to raise the necessary money, in which he ultimately succeeded, and with the approbation of Major Palmer, the Company's Resident at Lucknow, he advanced 40,000 Lucknow rupees for the pay and subsistence of the troops.

In so raising this money for the exigencies of the Vizier's service, Colonel Frith acted not for any private benefit or advantage of his own, but to promote the interests of the public service. Had the troops of the Vizier been then disbanded, it would have been impossible to have collected the revenue so as to pay to the Governor General the large subsidy which he demanded. From the state of turbulence which prevailed in many portions of Oude, the disbanding of the troops would have been followed by consequences most mischievous to the authority of the Vizier and of the Company in India.

In the advance, therefore, of this money to the Vizier's Government, Colonel Frith was faithfully discharging his duty to the Company. By doing so, he rendered the most essential service to their interests, and actually secured to them in direct and immediate payment of revenue, a sum far exceeding that which he advanced.

In February 1785 the Governor General (Warren Hastings) left India for England, immediately upon which Sir John M'Pherson, the Acting Governor General, ordered the Brigade of Company's troops, to again occupy Futtu-Ghur

and the Vizier's troops under Colonel Frith were recalled and ordered to be disbanded; but the Vizier's Minister was unable to furnish the money for the pay due to the corps, and at his request Colonel Frith again borrowed on his own credit a further sum of money, which was paid to the troops, and they were disbanded.

In consequence of the events which then occurred, Major Palmer, the Resident of the East India Company at Lucknow, resigned his office in July or August in the same year; but previous to his leaving Lucknow, Colonel Frith attended before him, and made up his accounts with the Vizier of Oude, by which it appeared that there was due to Colonel Frith for his advances for the troops and for his own pay and allowances, a sum of two lacs and 70,000 Lucknow rupees, up to, and for the year 1785, and there being then no means or other mode of payment, a bond for securing to Colonel Frith and his heirs said two lacs and 70,000 Lucknow rupees, with interest at 12 per cent. per annum until paid, was duly prepared under the seals of the Vizier and his Minister, and was delivered to Colonel Frith officially by Major Palmer, the Resident.

Colonel Frith continued at Lucknow in the Vizier's service until August 1786, when he was recalled by the Company, and ordered to rejoin his regiment. At this time another year's allowance, at the rate agreed on, namely, 5,000 rupees per mensem, became due, which the Vizier was unable to pay.

The pecuniary difficulties of the Vizier prevented any part of this sum, or of the sum secured by the bond, to be paid until the year 1789 when Colonel Frith received from the Vizier or his Minister certain tunkhas or assignments on the Nabob of Furrackabad for one lac of rupees in part payment, and which were paid in three instalments in 1789, 1790, and 1791.

With the exception of these sums, nothing has, ever since the execution of the bond, been paid to Colonel Frith or his heirs, notwithstanding repeated applications to the late East India Company, and through their Resident to the successive Governments of Oude.

During the life of Asoph-oo-Dowlah the importance and justice of making provision for the payment of all his debts were fully recognised by the Governor General of India; but, owing to the embarrassed state of the Oude finances, the large subsidies drawn from the revenue by the East India Company, and the unsettled relations between the British Government and the State of Oude, no such arrangement was made.

Asoph-oo-Dowlah died in 1797, and in the following year his brother, Saadut-Ali-Khan, was raised by the British Government to the musnud or sovereignty, to the exclusion of a person claiming as son of the late Vizier, but whose claims were set aside on the ground that he was considered unfriendly to the British Government.

Upon the accession of Saadut-Ali-Khan, a treaty was entered into between him and the East India Company, which contained the following stipulations: "That the just debts of the Vizier Asoph-oo-Dowlah shall be discharged by the Nabob Saadut-Ali Khan, and an arrangement for that purpose shall take place within 12 months after the elevation of the said Nabob Saadut-Ali-Khan to the musnud.

"That the whole shall be liquidated in three years after that date."

On the 31st January 1798, Colonel Frith furnished to the new Vizier Saadut-Ali-Khan, an account of the amount then due to him, but the financial condition of the revenue of Oude did not admit of this being paid.

It subsequently appeared that in the year 1801 the East India Company agreed to rescind the previous treaty, and a new treaty was entered into between the Company and the Vizier in terms very similar to the previous treaty, but omitting any stipulation, binding the Vizier to pay the debts of Asoph-oo-Dowlah, and such omission was used to defeat the claims of the creditors of the Vizier upon the Government of Oude.

In the year 1800 Colonel Frith died in distressed circumstances, in consequence of the debts he had incurred in making the advances he had made, and not obtaining the repayment of the sums so due to him by the Government of Oude; having only one child, an infant (your petitioner's father), the late Warren Hastings Leslie Frith, upon whom all right and interest in the bond so passed to his father devolved.

Upon the death of Colonel Robert Frith, his brother, Colonel Richard Frith, proved his will and became his executor, and was possessed of the original

original bond passed by the Vizier of Oude, and other papers and accounts and vouchers.

In 1804, Colonel Richard Frith was stationed with his regiment at Futtighur. At this time Holkar was at war with the East India Company, and on the 17th November in that year he attacked Futtighur and burned the cantonments of the Company's troops there, amongst others, the bungalow of Colonel Richard Frith was destroyed, and in it the original bond and papers.

In June 1806, Colonel Richard Frith furnished an account to the Vizier, with the following statement:—

“That the total due by the Lucknow Government to the estate of the late Lieutenant Colonel Frith, exclusive of the interest on the allowance for 1785–86 amounts to two lacs 28,000 Lucknow sicca rupees on the 31st July 1805.

“The bond above-mentioned with the several papers relative to this demand were burned in my bungalow at Futtighur on the 17th November 1804, by Juswant Row Holkar's troops. But I declare most solemnly to the best of my recollection, knowledge and belief, that the account as here stated is correct, and that the sum of two lacs and 28,000 Lucknow sicca rupees, was actually due to the estate of the late Lieutenant Colonel Frith by the Lucknow Government in August last. And this I am ready to make oath before a magistrate should his Excellency the Nawaub Vizier require it. Gazeepore.”

Independently of this Your Majesty's petitioner is prepared with the clearest proof of the passing of the bond, and the justice of the claims for which it was passed.

In 1804 your petitioner's father (Warren Hastings Leslie Frith) went out to India as a cadet, and from that period up to his death which happened in January 1854, he made repeated applications both to the East India Company and to the successive sovereigns of Oude, for payment of the debt so justly due to his father.

In the course of these applications it was urged that the debt was contracted under circumstances which should induce the East India Company to interfere in order to obtain payment, but the Court of Directors declined all interference in the matter, and the then state of the law gave Colonel Frith no means or power of obtaining any redress by legal proceedings.

The successive Viziers of Oude refused to pay the debt so incurred by the Vizier Asoph-oo-Dowlah upon the ground solely that they did not consider it incumbent upon them to have any concerns with demands referable to the time of Asoph-oo-Dowlah, and because the adjustment of them was not mentioned in the existing treaties with the Company.

Your Majesty's petitioner most respectfully submits that there is no pretence in law or justice for such repudiation on the part of a succeeding sovereign a debt like that due to Colonel Frith or debts contracted for State purposes, and under the authority and upon the credit of the State; that there were no grounds for stating that it was not a just demand against the Government of Oude; and that it constituted a claim upon the revenues of Oude, and ought now to be discharged out of them. Your Majesty's petitioner at the same time humbly submits that the present Government of India now happily established in Your Majesty's name, represents for the purpose of this debt due to Colonel Frith, both the Government of Oude and the late East India Company, and whatever claim either in law or in justice, Colonel Frith has upon either of these bodies separately or upon both of them jointly, his representatives now have upon Your Majesty's Council for India, and Your Majesty's petitioner most humbly submits that the claim of your petitioner is thus made clear and indisputable.

Whatever the East India Company might have urged against their liability to this claim while the revenues of Oude were administered by a Government said to be independent, it becomes impossible for them justly to repudiate their liability when they assume the Government and appropriate the revenues of Oude.

Upon a review of all the circumstances, and considering the mode in which the debt was contracted in the service of the British Government in India, it will appear that every obligation of justice compels the British Government to discharge that debt, so soon as they become masters of the funds out of which it was originally payable.

In January 1854 Colonel Warren Hastings Leslie Frith died, leaving six children sole legatees of his property, namely, your petitioner, Warren Hastings

B

Leslie

Leslie Frith, the sole executor of his will; Ellen Frith, now the wife of Sir A. Wilson, baronet, Bengal Artillery; Sally Jane, now the wife of Colonel Swinley, Bengal Artillery; Eliza Catherine, now the wife of John Adair Cragie; Robert William George Frith, deceased, and Captain John Sabatier Frith, Bengal Artillery.

The late Colonel Warren Hastings Leslie Frith at various times applied to the Court of Directors and the Government of India, to use their influence with the Government of Oude to procure payment of his claim. These applications were refused, as appears by the correspondence, on the grounds that the Government would not press any claims upon an independent sovereign.

Your petitioner therefore most humbly submits that he is entitled, as such executor, and ought to be paid the sum due on the said bond, and the sum due subsequent to the date of said bond, by the Vizier, Asoph-oo-Dowlah, out of the revenues of Oude, late the dominion of the said Vizier, and his successor. Your Majesty's petitioner most humbly submits that the lapse of time, so far from being any reason against the satisfaction of his claim, constitutes an additional hardship in his case. The family of his grandfather has been for many years deprived of income to which they were justly entitled; and the best portion of his father's life was wasted in fruitless efforts to obtain justice.

The relations between the Government of Oude and the East India Company were such that the delay in obtaining satisfaction has been justly attributable, not to the persons representing Colonel Frith, who had no means of enforcing the same, but to the course pursued by the East India Company.

In the month of June 1856, Your Majesty's petitioner addressed a letter on the subject of this claim to the East India Company, in reply to which he was on the 10th day of July 1856 desired to address his application to the Government of India.

On the 25th of July in that year, he addressed a letter to the Secretary of the Government of India to which he has never received any direct reply, that he was informed by the late Court of Directors that no report had yet been received from the Government of India, but that the Government of India had been instructed to make inquiry into this and other claims against the late Government of Oude.

Your Majesty's petitioner is advised, that since the passing of the Act of Your Majesty's Parliament, which has vested the Government of India in Your most gracious Majesty, his proper course is to present this, his humble and dutiful petition to your Majesty, in order that his claim may be brought before Your Majesty's Council for India for their decision. Your Majesty's petitioner is perfectly prepared to establish by incontestible evidence, all the facts stated in this, his humble petition, and to show that his claim is one which ought to be satisfied.

Your petitioner therefore most humbly prays, that Your Majesty may be pleased to refer this his petition to Your Majesty's Council for India, in order that the just claim of your petitioner may be satisfied, or such investigation may be made as will secure that justice may be done, or that if necessary Your Majesty may be pleased through Your Majesty's Secretary of State for India to refer the same to the Judicial Committee of Your Majesty's most Honourable Privy Council, or that such other steps may be taken to insure to your petitioner justice, as to Your Majesty's most gracious wisdom may seem meet.

And your petitioner as in duty bound will ever pray.

(signed) *Warren Hastings Leslie Frith.*

28 January 1860.

From *J. Cosmo Melville*, Esq., to *W. H. L. Frith*, Esq., dated India Office,
10 February 1859.

Sir,

I AM directed by Lord Stanley to acknowledge the receipt of your letter of the 28th ultimo, with enclosed petition to Her Majesty, respecting the alleged claims of your family upon the late native Government of Oude, and I am instructed

structed to state in reply that the Government of India having been directed* "with as little delay as possible to cause all *bond fide* claims against the late native Government of Oude to be investigated and reported upon," his Lordship can see no reason for recommending to Her Majesty the adoption of any other course.

* Despatch in Political Department, No. 22, of 1857, dated 17 June 1857.

I have, &c.
(signed) *J. Cosmo Melvill.*

From *W. H. L. Frith, Esq.*, to Sir *Charles Wood*, dated 17 January 1860.

Sir,

I HAVE the honour respectfully to request your attention to a claim which I have preferred as executor of the late Colonel Frith, to be paid out of the revenues of India or of the kingdom of Oude, the amount due upon a bond passed to my grandfather Robert Frith, then a Captain, and subsequently Lieutenant Colonel in the Bengal Cavalry, in the year 1785, by Azoph-ul-Dowlah the then Sovereign of Oude.

I will not trouble you by a detail of the repeated applications made both by my father, my uncle, and myself to the late Court of Directors of the East India Company, with a view of inducing them to interfere to obtain payment of this demand from the Sovereign of Oude. When the territories of Oude were annexed to the British Empire an entirely new phase of the question arose. I had then to apply to the Company as themselves Sovereigns of Oude to do the justice which in former applications they had been asked to urge upon others.

I accordingly on the 5th of June 1856 presented a memorial to the Government of India, very shortly urging my claim to be paid out of the revenues of Oude.

When the Act of 1858 transferred these territories to the direct Government of Her Majesty, I was advised that a petition to the Queen then became the proper mode of proceeding.

On the 29th of January 1859, I transmitted to Lord Stanley a petition to Her Majesty, more fully stating the facts on which this claim rested, and praying that Her Majesty would take measures to deal with it as justice might require.

In reply I was informed by Lord Stanley that instructions had been already sent to the Government of India to report upon the claims against the Government of Oude, whether made by Europeans or natives.

I have since to acknowledge your letters of 22d, and 24th July upon the subject of the report in which the Government of India have recommended the rejection of my claim. In the first of these letters in reply to my request for a copy of that report, I was informed that it was not the practice of Her Majesty's Government to supply copies of public despatches to private individuals, but that on applying to the Secretary of the Political Department, I would be permitted to read it.

Since the receipt of these letters the Despatch of the Government of India reporting upon my claims, and others, has been printed by order of the House of Commons.

Believing as I do that many of the reasons assigned in this Despatch can be answered even from its own admissions, that all of them admit of a reply from facts which it is in my power to establish by proof. I must request your permission to submit to you those observations which appear to me to show objections made to my claim are unfounded.

Before proceeding to do so, I have, in the first instance, to press upon your attention my right to have my claims submitted to the decision of a judicial tribunal, in accordance not only with the invariable usage in such cases, but also with the public and distinct pledge given to Parliament upon the subject.

In the observations which I will offer upon the Despatch of the Indian Government, the necessity of such an investigation will be apparent. It is no disparagement to the eminent men who have signed that Despatch to say that it is impossible to attach to their opinion the weight which would belong to a regularly instituted inquiry. No persons on my behalf appeared before them; there was no opportunity given to me of answering objections or supplying evidence that might clear up what was doubtful.

They did not even call for any detailed statement of the grounds upon which I rested my demand, and when in my letter dated the 24th May 1858, to the then Secretary of the East India Company, I asked permission of the Court of Directors to place before the Government of India the proofs by which I sustained my claim, that permission was not accorded to my request.

The petition to Her Majesty in which I stated the grounds of the claims which I formerly preferred, was not before the Government of India.

Under such circumstances, I am sure you will feel that the opinion expressed by the Government of India, cannot be deemed the result of an inquiry into the facts, and amounts in truth to nothing more than a statement that they had not facts before them to induce them to recommend payment of the claims.

The absolute necessity of an investigation such as I ask will appear at once from considering the position in which this case stands. I may say that this debt has been the subject of controversy between the East India Company, and those whom I represent, but that controversy never extended either to the justice or the nature of the debt. During the long period in which this claim has been repeatedly pressed upon the Government of India, I always understood that the facts were admitted. I believed it to be conceded that Lieutenant Colonel Robert Fitch had, in the year 1785, advanced to Azoph-ul-Dowlah sums of money for the exigencies of the State; that he had for those sums of money, and the arrears of pay due to himself, received the bond of the Vizier; and I understood that the only question ever existing in the case was, whether the British authorities of India were called on to interfere to obtain payment of this debt. Of its existence and validity, I did not suppose any question was or could be raised.

When therefore the revenues of Oude were transferred to the British authority, I regarded myself as entitled to seek payment of the claims upon the simple ground that they were in the possession of the revenues upon which that claim was a just and valid charge.

Upon reading the Despatch of the Indian Government, I find that for the first time, doubts are thrown upon the validity of the debt; at least, so far as to state that the circumstances connected with it are unsatisfactory.

I cannot complain that when appealed to in this new capacity of principal debtor, the Government should require from me, satisfactory proof of everything on which my claim is grounded; but I must, as a matter of strict justice, insist upon permission to offer it before a tribunal which will determine after hearing me, whether I have established the claim which I bring forward.

It is evident that in common justice, such a tribunal should be one that would be impartial between the claimant and the Government of India, one that would judicially determine, after receiving my proofs, and hearing what I have to offer, and that it is only by the decision of such a tribunal that any satisfactory result can be attained.

I beg to refer you in support of my application to the principle laid down in a letter from the Chairman and Deputy Chairman of the East India Company, to the President of the Board of Control, on the subject of the Carnatic debts, dated 9th of May 1832, which is to the following effect:

“The Company having become possessed of that territory, may in equity be expected to discharge out of the revenues of such territory, the just debts of its former possessor provided the same be judicially proved, and that the creditors agree to such equitable terms of settlement as may be suited to the new and advantageous position in which the transfer of the country has placed them in point of security.”

The principle is here plainly laid down, that whenever a dispute arises as to the existence or character of a debt, the question should be submitted to the decision of a judicial tribunal.

This principle has been carried out in the legislation both in the case of the Nabob of the Carnatic and of the Rajah of Tanjore.

I therefore beg most respectfully and most earnestly to press upon you my request, that the claim I have made may be referred for investigation to some tribunal of inquiry which will examine into the whole matter, receiving the proofs and reasons which I am prepared to lay before them. Mine, you will remember, is the claim of a private individual, preferring a demand upon the revenues of the State, which I allege, in justice, ought to be discharged. The law

law appears to have provided for such a case, the reference to the Judicial Committee of the Privy Council; I would therefore strongly press that the petition which I have transmitted for presentation to the Queen should be referred to that body, to advise Her Majesty whether I have established a case which entitles me to be paid the debt for which I allege the revenues of Oude in the hands of Her Majesty are in justice and equity responsible to me.

I must call your attention to the fact that a public pledge has been given to the House of Commons that an impartial judicial tribunal would be appointed to inquire into the claims which I am now pressing.

On the 5th July 1858, Mr. Fagan, the Member for the city of Cork, proposed the insertion in the India Bill of a clause providing for a tribunal to adjudicate upon my claims.

Lord Stanley, then Secretary of State for India, said in reply :

“ He was quite ready to admit that which he thought would be sufficient for present purposes, viz., that there were various claims, some of which were undoubtedly valid, against the former Government of Oude, and that the transfer of the revenues of Oude to Great Britain did carry with it a liability for such debts of the former Government as were fairly and justly contracted.

“ Following in that first admission must necessarily be the one that it was expedient such claims should be investigated. A considerable number of persons had claims against the Government of Oude, and the greater number of those persons were natives of India. Obviously, then, those claims could best be investigated by a commission on the spot; such a commission it was proposed to appoint. That idea had been entertained by the Government of India and would, he expected, be carried out without any great delay; such a tribunal once appointed, to it must be referred all claims against the Government of Oude, whether made by Europeans or natives, and he did not doubt that the party whose claims the Honourable Member for Cork had advocated, would be able to have ample justice done him without the intervention of the Act of Parliament.”

This positive and distinct pledge of the Minister of India has not been performed. The reference to the Indian Government cannot be said in any sense to have fulfilled it. That reference had been made before the pledge was given, and the assurance which was given to the House of Commons by Lord Stanley was that a commission of investigation should be appointed. On the faith of that assurance the proposal to insert a clause in the India Bill, providing a tribunal to adjust these claims, was withdrawn.

As touching upon the very foundation of the claim, I ask your attention to the admission of Lord Stanley that the British Government, in taking possession of the territories and revenues of Oude, made themselves responsible for all claims which could justly be brought against the former Government. To use the words of Lord Stanley, “ all debts fairly and justly contracted.”

On the 2d of May 1857, Mr. Vernon Smith, in his place in Parliament, assured the House of Commons, in reply to a question relating to this very claim, “ that all public and *bonâ fide* claims would be paid out of the revenues of the country.”

Immediately on these pledges, thus solemnly and publicly given by two successive Ministers of the Crown, I ask, in the first place, for a judicial investigation into my claim, which was promised. I undertake to prove beyond all doubt, that I have a claim upon the Government of Oude for a debt “ fairly and justly contracted.” I prefer a “ public and *bonâ fide* claim,” and I therefore ask that it be paid out of those revenues of which Her Majesty’s Government have taken possession.

I venture to say that, trying the validity of my claim by this test, very many of the observations made upon it in the Despatch of the Government of India do not in any degree affect it, and in the reply which I beg respectfully to offer to that Despatch, I propose to direct all my observations to this the real point of my case, that I, at the time of the transfer of the Government of Oude, had “ a public and *bonâ fide* claim,” “ a debt fairly and justly contracted.”

The case which I submit is very plain and short. In the year 1785, my grandfather, whom I represent, advanced, under circumstances of great emergency,

gency, sums for the public service of the Government of Oude : to secure the repayment of these sums he received the bond of the then sovereign of Oude ; a large sum still remains due on that bond. I thus establish every ingredient which constitutes " a public and *bond fide* claim ; " " a debt fairly and justly contracted " by the Government of Oude.

I will now proceed to offer replies to the reasons assigned in the Despatch for recommending that the demand should not be paid.

In the second paragraph the " inexpediency " of making any admission by an offer of payment, is urged on the ground that it would probably cause many similar claims to be " raked up " not only in the case of Oude, but also in the case of other native states which have lapsed to the British Government.

I think I may venture to observe upon this, that if my demand be a just one, no consideration of expediency ought to prevent its liquidation, and that even if the danger of setting a precedent for the " raking up " of all demands existed, it is impossible to use that danger as an argument to justify the refusal to pay a debt for which in equity and good conscience the Government are liable.

The only question really is whether such a liability exists, and I cannot but think it unfortunate that in the very front of their opinion on my case, the Indian Government should have put forward an argument founded not in justice, but on the consequences that it is supposed might follow from the discharge of this obligation.

But in truth this argument contains an entire misrepresentation of the nature of my claim. It is not now brought forward for the first time.

It has been constantly pressed since the time it arose.

The existence of the debt was never denied. My grandfather repeatedly pressed upon the East India Company to interfere on his behalf ; my father spent his whole life and fortune in endeavouring to obtain redress. I myself have never ceased to urge this claim. A claim like this cannot be said to be " raked up," or to supply a precedent for the getting up of new demands.

The question between those whom I represent and the East India Company was never as to the validity of the debt, it was only as to the party by whom it should be paid. My grandfather alleged, and I cannot help thinking with justice, that he advanced the money under circumstances which entitled him if not in strict law, certainly in justice, to be indemnified by them. The Company rightly or wrongly denied this obligation. Our next request was, that they should urge the payment of the demand upon the sovereign of Oude, this also they refused on the ground that they would not interfere in such a matter with their ally. But their case always was, that the debt was due by the sovereign of Oude, and that the circumstances imposed upon them no obligation to enforce its payment ; whether they were right or wrong in this decision is now immaterial. That which is of importance is, that the debt was constantly brought before their notice ; that so far from being a " raked up demand " it is one that has been kept alive by urgent and repeated and constant applications ; that the just and *bond fide* character of the demand has been admitted under the hands of their officers ; and that, lastly, they permitted the claim to be presented to the King of Oude through their own Resident at Lucknow, although they refused to employ any influence to compel or to induce its payment.

Such a claim I need scarcely say is in a wholly different position from any one which should be now brought forward for the first time, and which might fairly be answered by the lapse of years during which the party omitted to prosecute his claim.

In the year 1785 my grandfather was appointed to the command of the Oude troops occupying the fortress of Futtyghur, he was so appointed under the stipulations of a treaty which expressly provided that a British officer should command those troops, and he accepted the appointment at the desire of the Governor General.

Scarcely had he entered upon his appointment when he found his troops on the point of being disbanded for want of pay. An application to the Minister of the Vizier was answered by a statement that he had no money, " as all the resources of the treasury were exhausted in making up a remittance of a crore and a half of rupees, which the Company were urgently demanding." The Minister of the Vizier pressed Colonel Frith to obtain the requisite amount on his own responsibility. It was true that he was in one sense a servant of the King of Oude ; but he was placed at Futtyghur for the express purpose of watching

watching over British interests; there was no other motive for stipulating for the appointment of a British officer. It was, then, an object of vital importance to the Company that those troops should not be disbanded. Colonel Frith, with the approbation of the British Resident, raised the money from his own resources, and lent it to the Government of Oude. It was applied to the payment and subsistence of the troops. A further advance was made by him, under similar circumstances. The amount due for these advances was ascertained and settled between Lieutenant Colonel Frith and the Minister of the Vizier, with the British Resident; and a bond of the then sovereign, Asoph-ul-Dowlah, for 2,70,000 Lucknow sicca rupees, was passed to Colonel Frith, and was delivered to him by Major Palmer, the Resident, at Lucknow; and the bond was to bear interest at the rate usual in the country, viz., of 12 per cent.

In 1789 a sum was paid on account; in 1790 another sum; in 1791 another sum was received; an account was subsequently made out, of the sum secured by the bond, and interest up to date, and certain arrears of pay due to Colonel Frith from the Vizier; the 1,00,000 rupees paid on account were credited, a balance struck, and a promise was then given by the Vizier's Minister, to discharge the amount as soon as the state of the finances would admit.

None of these facts appear to be denied in the Despatch of the Indian Government. Assuming them to be true, of which ample proof has been and can be now given, the only question is, whether that was a debt, public and *bonâ fide*, "justly and fairly contracted," the discharge of which forms a liability upon the present possessors of the territory and revenues of Oude.

It will not be denied that, with the territory, the East India Company assumed the liability to all the debts due by the Government of Oude. The Despatch of the Indian Government assigns no adequate reason why this debt, due to my grandfather, should not be subject to this rule. It was, beyond all question, a debt due by the Newab Azoph-ul-Dowlah, the grantor of the bond; it was undischarged at the time of his death; upon what ground can it be contended that the liability did not attach to his successor, who was placed on the throne by the East India Company?

The facts connected with this transfer of the Government have been already so frequently placed before the authorities of the Government of India, that I forbear lengthening this letter by repeating them. When Asoph-ul-Dowlah died, in 1797, Vizier Ali, as his eldest son, was elevated to the sovereignty of Oude by the East India Company. The Company subsequently found he was of spurious birth, and he was at once deposed by them, and Saadut Ali, the brother and rightful heir of Asoph-ul-Dowlah, was raised to the musnud, and became sovereign of Oude.

In a preliminary treaty the Company made with him, Saadut Ali, on the occasion of his elevation, a clause was inserted by which he bound himself, as sovereign, to pay the debts of his predecessor, Asoph-ul-Dowlah, but in a subsequent and definitive treaty this clause was omitted, not with any intention of releasing him from that liability, but because it was considered by the East India Company, inadvisable that those debts should be made the matter of stipulation least the East India Company should thereby cast upon them any responsibility.

And you will find that the obligation of discharging these debts was pressed upon Saadut Ali by Sir John Shore, then Governor General.

In 1798, Sir John Shore appears to have given to my grandfather a public assurance, that all the *bonâ fide* debts of Asoph-ul-Dowlah would be paid.

So far was Saadut Ali from then denying his liability to the debts of his predecessor, that in 1801 while he pleaded his inability to pay them, he added "this is an affair which will be settled between the State and the creditors of the late Nawab, and regarding which the Company are in no shape responsible, the treaty being silent on the subject."

And in 1803 in a Despatch from the Secret Committee of the Court of Directors, the Governor General was instructed to press the payment of this debt on the Nabob.

An attempt which I must call a strange one is made in the late Despatch of the Indian Government to distinguish between the case of a despotic Government and that of other States; this argument if it be worth anything amounts to this, that a despotic sovereign can make no public debt, that all the revenues of the State being at his absolute disposal, all his debts are private debts, and

that therefore his successor in the sovereignty may be considered as under no liability to pay them.

This strange doctrine, is insinuated rather than broadly stated in the Despatch, it is surely unnecessary to refute. The Government of an absolute sovereign is carried on subject to the laws of all States, and when money is advanced for State purposes and on the security of the existing Government, the credit of the State and its future resources are as completely pledged as in the case of nations with a free constitution. When it is asserted by those representing the Government of the Queen, that an absolute sovereign is at liberty to repudiate all the public engagements of his predecessors, a principle of international law is first formed which certainly carries with it very startling consequences. According to this theory any Emperor of Russia, on succeeding to the throne, is at liberty to repudiate all the national debts of Russia, on the ground that it is the private debt of his predecessor.

An attempt is made in one of these paragraphs to qualify this obviously untenable argument, by the allegation that the King of Oude was not in strictness an absolute sovereign, but merely delegated by and subjected to the permanent power, and had no authority without their consent to charge the future revenues of the kingdom, so as to bind his successor. No authority is laid down for this proposition, and in the very same sentence it is said that the Viziers of Oude exercised the right of dealing with the revenues as they pleased. The doctrine here advanced strikes at the security of a large amount of property. The East India Company claimed to have the permanent lordship over all India, so that if this doctrine now for the first time put forward against me be well founded, any debt due by any native State is invalid. Such a proposition can never receive the sanction of Her Majesty's Government. It has, I venture to say, no foundation in any measure of any Indian or any European, or any international law of any country or of any period. The King of Oude was permitted to exercise all the rights of sovereignty, to manage the national finances, to lend money to the East India Company, as he did, to a large amount.

But then it is said that "if Asoph-ul-Dowlah, or any other Vizier had the power to borrow money for the purpose of Government, upon the security of the revenues of the State, so as to bind his successors, we think it clear that he had no power to exempt his immediate successors, so as to throw the whole burthen of his extravagance upon the third or fourth generations after him, charging his debts upon the revenue of 1857, or any subsequent period.

"If Asoph-ul-Dowlah had done so, we apprehend that the British Government would not now have considered themselves generally bound to discharge such debts; after six sovereigns or viziers in succession to him had, without regard to the interests or welfare of the people, been squandering the revenues of the State upon their own personal gratifications and follies, or in amassing wealth to be dissipated by others."

It is quite obvious that no such attempt was made by Asoph-ul-Dowlah, although if he had he would only have exercised an act of sovereignty which every Government exercises, that borrows money payable at a distant day. It is not very easy to see upon what principle the reasoning in this passage is founded.

It amounts to this, that there being a just debt chargeable on the revenues of the State, because the sovereign neglects immediately to provide for it, all his successors are exempt from the obligation of repaying it.

And this argument is put forward by the Government which claims in this document the position of suzerain power throughout the whole period, and which in that position repeatedly refused to exercise the least interference with any one of these sovereigns to induce them to apply the revenues at his disposal to the payment of this demand.

But this is not all, during the very same period the East India Company were constantly borrowing money from these sovereigns; so that they have, in the amount of these loans, a sum much more than sufficient to pay the debt which the sovereign left undischarged.

If then the accumulations of the princes who were the immediate successors of Asoph-ul-Dowlah be the proper fund for payment of his debts, I say that these accumulations are now in the hands of the Government and ought to be so applied. The sovereigns of Oude disposed of these accumulations by lending them

them to the East India Company. The debts so due by the Company have been treated as debts due to the State of Oude, and therefore passing under the annexation to the British Government. In any point of view if the argument of the Despatch be well founded, it is impossible to resist my claim to be paid out of these funds. If the debts of the Vizier be private debts, then his accumulations are his private property, and ought to be applied in due course of administration to their payment. If the accumulations are put forward as the proper fund for payment, then I say that the British Government have that fund in their own hands.

I must ask, with all respect, what is the meaning of telling a creditor "all the debts contracted by Azoph-ul-Dowlah, ought to have been paid if not in the lifetime of Asoph-ul-Dowlah, at least during the lifetime of Saadut Ali?" The creditor had no power to enforce their payment. The East India Company refused even to ask him, so that the argument comes to this, that because Saadut Ali thought proper to neglect his duty, the creditor is to lose his money.

On the contrary, it is as plain as any proposition of law or sense can be that when a creditor has a charge on the revenues of a State, no act and no neglect of the rulers of that State can cancel the obligation until it is paid. If Saadut Ali was liable for this debt, and even improperly neglected to provide for it, it remains a debt upon the revenues of the State in the hands of his successors. If any inconvenience results from the delay that inconvenience surely must fall upon the State responsible for the acts of the sovereign, and not upon the creditor, whose just rights cannot be affected by those acts over which he has no control.

Neither can his right be affected by any repudiation on the part of these sovereigns. None of these sovereigns denied the existence of the debt. They did say that they were not responsible for any debts contracted in the time of Asoph-ul-Dowlah. But their saying so, could not rid them of the responsibility if it really existed. Whether they were so responsible is the question to be determined, but it is to be so determined, not by the allegations of even so many sovereigns, but by the principles and rules of justice and right. The number of denials of justice cannot make that denial the less a wrong. From four successive Sovereigns of Oude, my grandfather and father have asked for payment of this debt. They have wrongfully withheld payment. Their place is now taken by the British Government, and I make the same demand. Can that Government answer, your claim is a just one, but our predecessors have unjustly withheld payment, and therefore we will do the same? What then becomes of the pledge to pay all debts "fairly and justly contracted." My right to be paid depends upon the justice of my claim, and not upon the manner in which it was dealt with by the Sovereigns of Oude, otherwise the British Government, so far from adopting and providing for the debts of the former Government, adopts only their injustice, and repudiates their debts.

In reply to all these paragraphs of the Despatch, I answer that Asoph-ul-Dowlah being the Sovereign of Oude, had a right to borrow money for the exigencies of the Government; that the money he so borrowed was a charge upon the revenues of that State, into whatever hands they came; that the refusal of his successor to pay the debts so contracted cannot in any way impeach the validity of the creditor's claim, and that it still subsists a debt chargeable upon these revenues in the hands of the British Government.

But when we come to examine what is termed the repudiation of this debt by the Sovereigns of Oude, it will appear not to deserve that name in any sense in which it could be possibly used as an argument against the justice of my claim.

The earliest transaction of which I can find any trace, is an offer of compromise which Colonel Frith refused on the 5th February 1798. That offer appears to have been made to him by Mr. Lumsden, and to have been rejected by Colonel Robert Frith. The rejection was after the death of Asoph-ul-Dowlah, and the inference from the date is, that it was made on behalf of Saadut Ali.

At this interval of time I may have some difficulty in showing distinctly on whose behalf the offer was made; but I am able to prove that it was rejected at the date I mention, on the ground that it was a case in which the compromise was "one unworthy of the Vizier to offer, or of Colonel Frith to accept."

The next statement of Saadut Ali refers generally to the debts of his predecessor. I have already quoted the remarkable expressions in his letter to the Governor General in 1801, that "as the treaty made no mention of them, they were matters entirely between the State and the creditors of the late Nawaub," thus entirely repudiating the notion that the debts of Asoph-ul-Dowlah were not to be treated as State debts.

In 1806, when Colonel Robert Frith had been six years dead, his son the late Colonel Warren Hastings Leslie Frith obtained leave of absence for the purpose of personally pressing his claims at Lucknow, upon this occasion, the answer he received from Saadut Ali was, that "the Nawaub would be most happy to pay every attention to the claims, but as all the Ministers of the late Nawaub were dead, it was out of his power to ascertain the nature or justice of the claim, and which alone prevented him from complying with the prayers of the petition."

Colonel W. H. L. Frith, it will be remembered, was precluded from making any application to the Vizier, except through the Resident at Lucknow. In 1816, when he succeeded in obtaining through the Resident the presentation of his claim, the following was forwarded to him as the answer of the Vizier :—

"I cannot consider it incumbent on me to have any concern with demands referable to the time of the Nawaub Asoph-ul-Dowlah, of which I have no knowledge whatever. My father, at the time of his accession, denied all claims of gentlemen, and others relative to the time of my late uncle, and the adjustment of them was not mentioned in the treaty, therefore neither this nor any other demands of a similar nature can at all apply to me."

Upon a reference to what really took place at the accession of Saadut Ali to the recorded opinion of Lord Mornington, and to all the transactions of the period, it is perfectly plain that this which is called a repudiation of the debt, amounted to nothing more than an evasion upon the most frivolous pretences of the payment of a claim, the justice of which it was impossible to deny.

Lord Mornington, in the preliminary discussion on the subject of the treaty, declared "that the justice and necessity of discharging the *bonâ fide* debts to the native creditors of the State, and also the arrears of the civil and military establishments, were apparent."

I am very unwilling to lengthen this letter by adverting in detail to passages in the Despatch which I can scarcely think are put forward as a serious answer to my claim, but I am compelled to call your attention to some at least of the grounds upon which it is suggested that the Government of Her Majesty should follow the precedents set by that of the Nawabs in refusing payment.

When it is said that in 1799 the justice of the claim might easily have been investigated, I answer, the justice of the claim had then been investigated in the most formal and complete manner, and with the sanction of the Resident of the Company attesting its correctness.

But the Despatch goes on to assign as a reason for not discharging the demand, that if the payment had been made in 1799 the payment would have been made to Colonel Robert Frith himself, but if the payment be made now, it must be made to a descendant in the second degree from him, who would not, in all probability, have been one whit the richer if the debt had been paid to his ancestor.

I need scarcely say that by such an agreement as this the payment of any debt might be resisted after the death of the creditor. In point of fact, it is untrue. My position would be very different if my grandfather's means had not been crippled by the loss of the large sums which he advanced for the purposes of the trust, which was confided to him by the Governor General of the day. The result was that he died in comparatively embarrassed circumstances, instead of dying a rich man. He left to my father little more than this debt, for which he believed the faith both of the Oude Government and the East India Company was pledged. My father spent the best part of his life in the effort to obtain this. To his family, whom I represent and for whom I now ask justice, he bequeathed little except this claim; and I cannot but feel that, under such circumstances, it is something like a mockery to tell me that I am not to be paid, because, if the money had been paid in 1799 we might not be one whit the richer for it now. Nor do I think that any force will be given to the

the argument put forward in the same paragraph, which is founded on a statement in my grandfather's memorial, that he had borrowed the money from natives, whom he had been unable to pay unless he received the money due to himself. There is every reason, continues the Despatch, to suppose "that the persons who actually advanced the money were never repaid by him, and we would ask what security is there that they would ever receive a farthing, even if Mr. Frith is now paid the full amount of the bond and interest." I need scarcely say that such considerations never could be permitted to form a just ground of resisting the payment of a debt. It was from Colonel Robert Frith that the Government of Oude received the money; they knew no one else, and to him they are bound to repay it.

But, in point of fact, it is not to be presumed that my grandfather was permitted to leave the debts which he had contracted unpaid; he had no protection against the claim of any one to whom he had made himself liable, and all the probability is that he was compelled to pay them. In one instance I can prove that he paid a large sum to one of the parties who had advanced money to him to help him to make up the amount, but it must be felt that this is wholly immaterial; the one fact material is, that he *bond fide* advanced the money. I deny the right of the party to whom he lent it to refuse payment under the pretext that he may have borrowed it from others.

Although I have the legal right to the entire bond, I most cheerfully consent that as to all parties that can be shown to have any interest in it, their right shall be scrupulously guarded. The account given in by my grandfather disclosed the parties interested with himself. I ask nothing for myself or my family except that which justly belongs to ourselves.

But, in truth, the writers of the Despatch appear to feel that these considerations cannot avail against a just debt. "It may be said that if there is strict right on the part of Mr. Frith to receive payment of the bond, considerations like these cannot bear upon the question "a strict right." I allege that this is so, but I say further, that in matters of good faith, a Government ought not to stand upon these technicalities of strict right, which often defeat substantial justice; and if there be a moral obligation in equity and good conscience, binding the Government of Oude to repay the money, that then these, which I can scarcely help calling quibbles, ought not to be put forward even for the purpose of weakening the force of the obligation.

I find in this Despatch a statement as to the unsatisfactory nature of the circumstances shown to be connected with the passing of the bond.

I must say that considering the time that has elapsed, it would be difficult to say in what respect the statement made falls short of what might be expected. It is quite true that both I and my father have claimed the full amount of the bond, it is equally true that my grandfather in his original accounts disclosed the fact that as to a portion of the bond he held it in trust for Mr. Robert Grant, for Mr. Robert Bruce, and for Colonel Palmer, but surely it is not now the less my duty, it was not less the duty of my father, to press for the payment of the entire debt which is legally vested in me. I have already stated and I now repeat that I have no wish to receive into my hands a single penny beyond the share that properly belongs to my family; I will acquiesce in any arrangements which will secure the rights of other parties, but I am not the less bound to insist that the entire bond was a debt legally payable to my grandfather, and that it now is so to me.

An examination of the documents referred to in this Despatch appears to me to establish conclusively the justice of my claim. I have deferred addressing you in this letter until I had an opportunity of availing myself of your permission to inspect those documents at the India House.

The entire of the case on which the claim of my grandfather rested, is fully stated by him in a letter to Lord Cornwallis of the 19th of October 1790; that letter I take the liberty of annexing.

You will perceive that the request then made by my grandfather was that the Government of India should take steps to obtain payment of his claim from the Vizier. The reply of the Governor General does not deny the justice of the claim, but denies the right of the British Government to interfere. I cannot help observing that the expression "private debt" which is used in the minute of the Governor General by no means bears the construction which is attributed

to it in the Despatch. It obviously means that the debt was one due to Colonel Frith as a private individual and not as a public officer of the Company, but so far from implying that it was not a debt binding on the successor of the prince by whom it was contracted the minute expressly gives permission to Colonel Frith to apply for payment to that successor.

I also beg to call your attention to the letter, a copy of which I likewise annex, addressed by Captain Frith to Sir John Shore, this letter contains a full and clear statement of all the particulars of the claim, the parties who shared in it and the proportions in which they were entitled. It also furnishes, if such were necessary, a complete answer in point of fact to the argument of the Despatch, that because Captain Frith borrowed the money himself, therefore his representatives ought not to be paid.

These documents also establish that the rate of interest of 12 per cent. fixed, was that at which Captain Frith was himself compelled to borrow the money which he raised upon his own credit.

They will further prove the deep and permanent injury which the withholding of this money inflicted on Captain Frith, and on his family.

They establish, I am bold to say, the perfect *bond fides* of the claim, they prove that it was on a debt justly due by the Government of Oude; a public debt contracted for public purposes; a debt for monies advanced by Captain Frith to the Government of Oude, to obtain which he pledged his own credit and crippled his own resources, and which is still fairly and justly due to his representatives.

Fortified by these documents, I say with confidence that all the objections which have been made to my claim resting on any impeachment of the perfect *bond fides* of the original transaction, are entirely and satisfactorily disposed of.

Of the facts in which the claim originated, and of its existence and character, there is no longer any possibility of doubt.

The only additional reasons assigned for the refusal to pay my demand are —

- 1st. The amount to which it is swelled by interest.
- 2d. The expiry of time.
- 3d. The repudiation of the debt by the Sovereigns of Oude.

As to the first. My memorial has already stated that an adjustment of the claims for interest might reasonably be made. This offer is treated in the Despatch with something like contempt. I have before referred to the principles laid down by the late Court of Directors to the President of the India Board, in a Despatch dated 9th May 1832, as to the mode of dealing with the creditors of native States whose territories lapsed to the Company. "The Company having become possessed of that territory, may, in equity, be expected to discharge out of the revenues of this territory the first debts of its former possessor, provided the same be judicially proved, and that the creditors agree to such equitable terms of settlement as may be suited to the new and advantageous position in which the transfer of the country has placed them in point of security. Such was the arrangement made with the creditors of the Carnatic and of Tanjore."

Upon this principle, certain Acts of the Legislative Council of India have been passed within the last year, providing for the debts of the Nabob of the Carnatic.

With reference to the lapse of time, I beg to submit that if the debt was originally a just and valid one, nothing has occurred in this case to make it less so now. The lapse of time is very properly used against those who neglect to prosecute their rights; this is not the case here, except by the interference of the English Government; neither my grandfather nor my father had any power of compelling the successive Sovereigns of Oude to pay this debt; all that was possible for them they did. They made application to the Government of Oude; they urged upon their own Government the duty of interfering to obtain payment. It is impossible to set up against this, delay as a reason for withholding justice from those who have certainly shown no want of diligence in asserting their rights. The delay in payment has been a wrong on the part of the Government of Oude. It is a settled maxim of every jurisprudence, that no one can take advantage of his own wrong; and I cannot help thinking that it would be a very strange reply to a just claim to say, that it ought to have been paid

paid on the first application : and that because we did the wrong of not paying it then, we will do the additional wrong of refusing to pay it now.

I, therefore, submit that the lapse of time ought not to prejudice me in the claim which I prefer.

I have already adverted to the argument drawn from the repudiation of the claim by the Sovereign of Oude. I think I have shown that the real question is not whether they refused to pay this debt, but whether they have just grounds for doing so.

But I must repeat that, in the only really important sense of the word, the Sovereigns of Oude never repudiated this debt, they never denied that it was a debt "fairly and justly" due by Asoph-ul-Dowlah ; they merely said they would not hold themselves responsible for his debts. If after anything like an investigation into the circumstances of the debt they had refused payment, on the ground that having investigated it they were not satisfied of its fairness, then I admit such a repudiation, although not conclusive against me, would be entitled to weight.

I need not say that nothing of this kind took place. The alleged repudiation consisted in a denial of their liability to the debts of Asoph-ul-Dowlah.

It is quite plain upon what that denial was founded ; in the transactions which occurred on the death of Asoph-ul-Dowlah, and the annexation of a large portion of his territories to those of the East India Company. Subsequently a preliminary treaty was signed, by which the new Nawaub bound himself to pay them. This article was abandoned only on the ground that it would have involved the Company in the responsibility of investigating the validity of each debt. Of this state of things the new Vizier took advantage, and denied his responsibilities to his predecessor's debts, on the ground that a portion of the territory of that predecessor had been taken from him. In fact, the alleged repudiation was not a denial of the debt, but an allegation that the East India Company, and not the Sovereign of Oude, was the proper person to pay it.

I must, however, call your attention to the proposals made ; first, to assume on the part of the East India Company the liability of these debts in certain events which were not realized ; secondly, to bind the Nawaub to pay them. These proposals amount to a clear and distinct recognition that the debts of Asoph-ul-Dowlah were subsisting debts properly chargeable on the revenues of Oude. They furnished a conclusive answer to the argument of the Despatch, founded on the supposed incapacity of Asoph-ul-Dowlah to bind the revenues in the hands of his successor. To suppose that the arrangement, by which the East India Company took a part of the territories of Oude, exempted the successor from these debts, without transferring them to the Company, is nothing more or less than an assertion that the Company and the new Vizier entered into a juggle to cheat the creditors of the State.

I place before the Government of Her gracious Majesty my claim to be paid this debt out of the revenues of the kingdom of Oude, which now form part of Her Majesty's Indian revenue.

I assert that my grandfather, whose rights I represent, lent monies to the Government of Oude for purposes of State necessity, and that by this loan a liability attached not merely to the existing sovereign, but to every successive Government of Oude, binding them to the discharge of that debt.

I assert that the moment the East India Company took possession of the revenues of Oude, they took them liable to this debt, and were bound to discharge it out of those revenues.

When the territories and revenues passed to Her Majesty, the same liability attached to them.

The lapse of time supplies no answer to the claim, if it was originally well founded ; the delay in payment is one for which neither Colonel Frith, nor any one representing him, can be held responsible, and the consequences of which cannot, without the most grievous injustice, be visited on them.

The denial of the liability by the recent sovereigns of Oude cannot destroy the liability, if it existed.

I claim the fulfilment of the pledge solemnly given by two successive Ministers for India to the British Parliament, "that all public debts, fairly incurred, should be paid."

I claim also the fulfilment of the pledge solemnly given by Lord Stanley, that a judicial tribunal should adjudicate upon my claim. I ask, first, a full and fair investigation before any tribunal that will be impartially constituted, that will hear the evidence I have to offer, the reasons I have to submit, and also hear all that can be alleged against me, and then decide whether I have established a claim in justice to be paid out of the revenues of Oude now in the possession of Her Majesty.

Should such a tribunal decide against me, however much I may lament the decision, however much I may still deplore the hardship of being deprived of the patrimony which would have come to my father, and from him to me, I will at all events feel that justice has been done, and that I have no reason to complain of the conduct of Government.

In closing this letter, I may be permitted to say, that I should deeply regret if a single expression I have used could appear disrespectful to the Governor General of India, or his colleagues in the Council who have signed the report. I have, of course, freely answered the arguments they have used, and I protest in the strongest manner against their opinion being regarded as the result of an investigation into my claim; it is the argument of those whose duty it is to protect the revenues of India, and I may safely assume that the very strongest arguments that could be urged against me are contained in the Despatch to which statesmen of such distinction have attached their names.

I still claim my right to have my claim fully and fairly investigated, and that the opinion of a judicial tribunal should be obtained upon the question of the liability which I assert to exist; I have, therefore, to express my earnest hope that when the petition I had the honour to transmit to Lord Stanley is laid before Her Majesty, I may be permitted to establish my claim before some tribunal who will, after full inquiry, determine upon its equity and justice.

In conclusion, I have to call your attention to the fact that I have not yet received any notification that the petition which I had the honour to forward to Lord Stanley had been laid before Her Majesty, to whom it was addressed; I would rather infer, from Lord Stanley's letter in reply, that, pending the reference to the Indian Government, he had deferred its presentation.

Presuming that I have taken the correct course in thus respectfully and dutifully submitting to Her Majesty a statement of my claim, I feel it right to observe that I have not received any answer to my request for its presentation to Her Majesty, and formally to repeat that request.

If in addressing the petition to Her Majesty I have fallen into an error, I shall, I need not say, be happy to follow any course that may be pointed out as the correct one for obtaining a decision upon the justice of my claim.

I have, &c.
(signed) *Warren Hastings Leslie Frith.*

To the Honourable Sir *John Shore*, Bart., Governor General in Council.

Honourable Sir,

I TAKE the liberty of submitting to your consideration a short statement of my claims against his Excellency the late Nabob Vizier, and persuade myself it will be received with an indulgence proportioned to the urgency of the necessity it compels me to intrude it on your notice.

The unexampled hardships I have suffered, and am still labouring under from the delay in the settlement of this account will, I am confident have its due weight with you; for the present permit me briefly to state that debts which I contracted to carry on his Excellency's service, while in command of a corps of five battalions at Lucknow, are still due to a very considerable amount to the houses of Butchroye, and the late Kashumry Mull, besides about 60,000 rupees in Calcutta, and that these debts are running on at an interest of 12 per cent., which my prospects in the service give me little hope of ever being able to liquidate unless I realise those claims. This accumulating burthen hangs heavy on my mind. However, when I reflect on the nature of the debts which were lately investigated and paid, and compare them with my own, the
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one an accumulation of interest upon interest, the other an honourable allowance granted to an officer in a command of high importance, and for money *bonâ fide* expended for the public service, I feel a perfect confidence that you will give my claim that degree of consideration it in equity merits, and that it will obtain its due place amongst the other demands on the Lucknow Government, and be early brought into a course of liquidation.

It may be proper here to observe, that while I commanded the battalions of his late Excellency's service, I never received one rupee either on account of the allowance he was pleased to grant me or of the money I advanced the sepoy, or for the feeding and other expenses of the bullocks belonging to the train of artillery attached to the corps under my command, and that these items alone form the principal of the demand.

It is with some hesitation, honourable sir, I venture to mention the circumstance which has principally influenced me to solicit your interference in my behalf in the present business, but it is of a nature that will I trust plead best its own excuse.

A constitution shattered and impaired by a long service in this climate, and repeated attacks of ill-health, as well as the advice of my medical friends, have strongly impressed the necessity on my mind of availing myself of the indulgence of a visit to Europe as early as possible, but involved in embarrassments as I am at present, and without the means of defraying the indispensable expenses of the voyage, I have been obliged to procrastinate, and must ultimately relinquish the design be the consequences what they may, unless I obtain an adjustment on the Lucknow Government. Thus situated, I look confidently to your justice for a favourable consideration of my claims and,

I have, &c.
(signed) *Robert Frith.*

Camp, near Lucknow, 3 February 1798.

From Sir *George Clerk* to *W. H. L. Frith*, Esq., dated India Office,
5 March 1860.

Sir,

I AM directed by the Secretary of State for India, to acknowledge your letter of the 17th January (received on the 31st January), respecting your claims on the Government of India, as successors to the late Native Government of Oude, and, in reply, I am to state that the arguments now advanced by you have failed to alter the opinion of the Secretary of State for India, that the claim which you have advanced against the Government of Oude, of 1789, cannot be recognised by the British Government.

I am, &c.
(signed) *George Clerk.*

From *W. H. L. Frith*, Esq., to the Under Secretary of State for India, dated
29 Spring Gardens, 7 March 1860.

Sir,

I BEG to acknowledge the receipt of the letter of the 5th instant, and have received with great regret and surprise the intimation that the Secretary of State for India has seen no reason to change his opinion, that the claim I have made is not one that ought to be recognised by the British Government.

Upon referring to my letter you will observe that I made a distinct request that in accordance with a pledge publicly given to the British Parliament by Lord Stanley, my claim might be referred either to the Privy Council, or to some judicial tribunal to determine.

I beg respectfully to ask whether I am to understand this letter as a refusal to refer the matter to any judicial determination.

I beg also to call your attention to a question put in my former letter to which I assume, from an accidental omission, I have received no reply.

On the 29th of January 1859 I transmitted to Lord Stanley a petition for presentation to Her Majesty the Queen.

I asked in my last letter to be informed whether this petition had been presented, and I now beg to repeat this question, trusting that you will inform me whether the dutiful petition which I had the honour of forwarding, has been laid before Her Gracious Majesty.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From *T. G. Baring*, Esq., to *W. H. L. Frith*, Esq., dated India Office,
19 May 1860.

Sir,

I AM directed by Sir Charles Wood, to acknowledge the receipt of your letter of the 7th (received on the 20th) of March, and to inform you in reply that he has no knowledge of any "pledge publicly given to the British Parliament by Lord Stanley," to refer your claim against the late Native Government of Oude "either to the Privy Council, or to some judicial tribunal," and he has no intention himself to adopt any such course.

With respect to your question, as to whether the petition to the Queen, which you sent to this office in January 1859, has been laid before Her Majesty, I am directed to refer you to Mr. Melvill's letter, of the 10th of February 1859, and to state that the petition has not been presented.

I am, &c.
(signed) *T. G. Baring.*

From *W. H. Frith*, Esq., to the Under Secretary of State for India,
dated 8 June 1860.

Sir,

29, Spring Gardens, Charing Cross.

I HAVE to acknowledge the receipt of your letter of the 19th of May last, in which you acknowledge, on the part of Sir Charles Wood, the receipt of a letter of mine, dated the 7th, but, it appears, not received until the 20th of March.

As Sir Charles Wood states that he has no knowledge of any public pledge publicly given to the British Parliament by Lord Stanley that my claim should receive a judicial investigation, I beg, for his information, to refer to the debate in the House of Commons on the 5th of July 1858, when in Committee on the India Bill. Mr. Fagan, then Member for the city of Cork, proposed a clause, providing for a decision on my claim; Lord Stanley, as reported in Hansard, spoke as follows:—

"He thought it would be the opinion of the Committee that it would not be desirable for him to go into the details of the question, which the Honourable Member for Cork had brought under the notice of the Committee. The case was one of very long standing, and one, he (Lord Stanley) believed, of some hardship. It had more than once been debated in that House, but it would be impossible to do justice on either side, unless it were gone into at considerable length. He was quite ready to admit that which he thought would be sufficient for present purposes, namely, that there were various claims, some of which were undoubtedly valid, against the former Government of Oude, and that the transfer of the revenues of Oude to Great Britain did carry with it a liability for such debts of the former Government as were fairly and justly contracted."

"Following on that first admission must necessarily be the one that it was expedient such claims should be investigated, but there arose two further questions, first, in what manner and before what tribunal it was desirable to have them investigated: and next, whether it was desirable to insert anything in respect of their adjustment in the Bill then before the Committee? Now, though the settlement of such debts might be a very important subject, it was one which had no intimate connexion with the Bill for the Home Administration of India.

"The two questions were, in fact, entirely unconnected, and he could not think it would be a convenient practice to insert in a Bill which relates to one subject

subject clauses which related to another. Again, it was clear that whatever tribunal it might be advisable to establish for the settlement of a claim, such as that which the Honourable Member for Cork had spoken of, ought not to be established for the trial of that single case, but should be one before which all cases of this nature might be conveniently and satisfactorily tried.

"A considerable number of persons had claims against the Government of Oude, and the greater number of these persons were natives of India; obviously then those claims could best be investigated by a commission on the spot.

"Such a commission it was proposed to appoint; that idea had been entertained by the Government of India, and would, he expected, be carried out without any great delay.

"Such a tribunal once appointed, to it must be referred all claims against the Government of Oude, whether made by Europeans or natives, and he did not doubt that the party whose claims the Honourable Member for Cork had advocated would be able to have justice done him without the intervention of an Act of Parliament. Under these circumstances, he (Lord Stanley) could not consent to the introduction of the clause proposed by the Honourable Member."

I am therefore justified in my assertion that his Lordship did give to the British Parliament a public pledge that my claim should be considered by a judicial tribunal.

I must once more claim the fulfilment of that pledge.

With reference to that portion of my letter in which you inform me that my petition has not been presented to "Her Gracious Majesty," I feel bound to say that my petition being addressed to the Queen, being worded with that respectful loyalty which I deeply feel, I cannot admit the right of the Secretary of State merely at his own pleasure to stop that petition on its way to the Queen.

I have also to observe that my letter of the 7th of March last was put into the Post Office by myself at Charing-cross on the day on which it was written, and that some inquiry should be made as to the cause of the delay in its reaching the India House, especially as by reference to your letter to me of the 19th of May last you will find that this is the second occasion upon which a delay of exactly the same nature has occurred in the receipt of my letters.

I trust that on reading the extract I send from Lord Stanley's speech, Sir Charles Wood will feel that a public pledge was distinctly given which ought to be fulfilled.

In consequence of the apparent irregularity in the transmission of India House letters through the Post Office, I take this letter myself to the India House, when I hope for the opportunity of placing it in your hands.

I have, &c.
(signed) *Warren Hastings Leslie Frith.*

From *J. Cosmo Melvill*, Esq., to *W. H. Frith*, Esq.; dated India Office,
22 June 1860.

Sir,

I AM directed by the Secretary of State for India to inform you that a further reference on the subject of the claims advanced against the late Native Government of Oudh has been made to the Government of India.

I am, &c.
(signed) *J. Cosmo Melvill.*

From *W. H. Frith*, Esq., to the Under Secretary of State for India; dated
26 June 1860.

Sir,

29, Spring Gardens, Charing Cross.

I HAVE to acknowledge the receipt of your letter of the 22d instant, informing me, in reply to my letter of the 8th, that the Secretary of State for India had made a further reference on the subject of the claims against the late Native Government of Oudh to the Government of India.

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As

As the Government of India has already made a very full report on my case, as directed in the late Court of Directors' Despatch in Political Department, No. 22 of 1857, dated 17th June 1857, I am quite at a loss to understand with what object a further reference on the subject has been made to it.

The only reason assigned in Mr. Melvill's letter to me of the 10th of February 1859, for the non-presentation then of my petition to Her Majesty was, that as the Government of India had not sent its report upon my case home, Lord Stanley did not see "any reason for recommending to Her Majesty the adoption of any other course."

Her Majesty's present Secretary of State for India does not, in the letter now under acknowledgment, give me any reply at all to the request that my petition to Her gracious Majesty should be presented.

I beg, therefore, now to request that the Secretary of State for India will be good enough to inform me when the "further reference" above alluded to was given to the Government of India, and of the exact nature of the reference which has been made to it on the subject of my claim against the late Native Government of Oudh.

I have, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to *W. H. Frith*, Esq.; dated
India Office, 20 July 1860.

Sir,

I AM directed by Sir Charles Wood to acknowledge the receipt of your letter of the 26th ultimo, and to inform you, in reply, that until he receives an answer to the reference alluded to in Mr. Melvill's letter of the 22d ultimo, no further information can be afforded to you.

I am, &c.
(signed) *T. G. Baring.*

EAST INDIA (CAPTAIN FRITH).

COPY of all CORRESPONDENCE, MINUTES, and
REPORTS relating to the CLAIM of Captain
Frith on the late Government of *Oude* (in
continuation of Return presented on the 30th
day of July 1858).

(*Mr. Aytton.*)

Ordered, by The House of Commons, to be Printed,
25 August 1860.

EAST INDIA (CAPTAIN FRITH, &c.)

RETURN to an Address of the Honourable The House of Commons,
dated 18 February 1861;—for,

- “COPIES of a LETTER from Captain *Robert Frith* to Lord *Cornwallis*, dated the 19th day of October 1790, with the MINUTE of the COUNCIL at *Calcutta* thereon, and of the several EXHIBITS annexed thereto :”
- “Of a LETTER from Mr. *James Lumsden*, Resident at *Lucknow*, to Mr. *G. H. Barlow*, Secretary to the Government, *Fort William*, dated the 23d day of February 1798, together with the several EXHIBITS annexed thereto :”
- “Of a LETTER from the Governor General in Council of *Bengal*, to the Secret Committee of the Court of Directors, dated the 16th day of August 1787, together with the Account No. 4, referred to in and accompanying that Letter :”
- “And, of any LETTER or DESPATCH from the Secretary of State for *India*, to the Governor General of *India*, during the year 1860, containing a ‘further reference’ on the subject of the several CLAIMS on the late State of *Oude*.”

India Office, }
20 March 1861. }

J. W. KAYE,
Secretary in Political Department.

(*Mr. Ayrton*.)

Ordered, by The House of Commons, to be Printed,
22 March 1861.

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PAPERS RELATING TO THE CLAIMS OF CAPTAIN FRITH, &c.,
ON THE LATE STATE OF OUDE.

EXTRACT, Bengal Political Consultations, dated 20 October
(No. 41), 1790.

From Captain *R. Frith* to Lord *Cornwallis*, the Governor General of India in
Council, dated Calcutta, 19 October 1790.

My Lord,

UNWILLING as I should be to intrude upon your Lordship's time in matters of little moment, I am well assured that where the object is of consequence to any individual, and the means of relief are with your Lordship, you do not, and will not consider any hours of your public life more worthily employed than in distributing justice, and assisting those who are entitled to the support of your Government in recovering what is strictly their due.

With this full conviction on my mind, I have no hesitation whatever in submitting my case to your decision on the merits of it, and with it the most important question to myself that I can ever lay before you; but, my Lord, the question, although it relates to me personally, and involves in it a very large sum, chiefly the property of others, to whom I stand engaged for the payment of it, is of a public nature, and in that light I bring it before your Lordship.

The records of this Government can inform your Lordship that in the year 1784, Mr. Hastings, the Governor General of this country, was vested with full power and authority by the Governor General and Council "to concert and adjust with the Nabob Vizier the means of discharging his engagements to the Company of restoring and securing the peace, safety, and order of his Government, and of promoting the improvement of his revenue, and to support the Nabob Vizier with the authority of this Government, in as full and ample manner as the Board could empower him by an Act of Parliament of Great Britain, or by any of the orders of the Honourable Court of Directors, and to take all such measures as he, the Governor General, shall think necessary for the accomplishment of these ends;" and the credentials from the Board further expressed that, "for these purposes it is hereby agreed and resolved that the Governor General shall be, and is, invested with the full power and authority of this Government (so far as we can legally delegate the same) over all the officers, civil and military, stationed or residing within the dominions of the Nabob Asoph Ul Doulah and the Province of Benares, but restricted in the exercise thereof to the dominions of the Nabob Asoph Ul Doulah and the Province of Benares aforesaid, and to the purposes above recited."

See No. 1.

In the orders of the Board to the commanding officers in his Excellency's country, dated in February 1784, they were directed (without any exception of cases) to obey all such orders and instructions as the Governor General might from that time think proper to issue to them, or to the troops under their command, in his own name, and in all respects to consider his single authority as of the same force, until the order should be revoked, as that of the Governor General and Council collectively.

As a military officer of the Company, residing within the dominions of the Vizier, I was to obey Mr. Hastings' orders, without bringing into question the occasion that directed them.

I need not, at this time, acquaint your Lordship that the late Shahzadah Mirza Jewan Bukht was received by the Governor General and the Nabob Vizier in his Excellency's territories.

On the 20th October 1784 a letter was written to me from Benares by Mr. Hastings in the following terms—(Mr. Secretary Hay has the original letter by him, and will present it to your Lordship if you wish to see it):

"I desired Major Palmer, in a letter which I wrote to him yesterday, to communicate to you a proposal from me to accept the command of the Nabob

Vizier's battalions, which have been appointed to attend on the Prince, if the Nabob approved of their being placed under charge of an English officer. I should have been glad to have left the subject to your unbiassed determination, but an event has happened which compels me to anticipate it, and to request that, if you feel no material objection or repugnance to it, you will accept it. Mr. Wheeler's death has made it necessary for me to return to Calcutta too speedily to allow your reply time to reach me. I have therefore mentioned my wish respecting you to the Prince, and I have written to the Nabob to request his assent to it. The Prince is exceedingly pleased with it, and has added a request that your brother may also be his attendant. I shall send you a formal order for the command, and shall be happy if it suits your own inclinations. If it shall be otherwise, I shall not be displeased at your declining the charge, because I am sure that your motives will be such as, were I acquainted with them, I should approve."

I am sure that I may safely appeal to your Lordship whether any appointment could be bestowed in terms that conferred more honour on the person who received it, and whether, having (which it had) the Vizier's immediate acquiescence in it, it was not a public nomination, which on every account I was bound to accept. But, my Lord, one of the reasons that has induced me to refer to Mr. Hastings' letter, is to convince your Lordship that the command assigned to me was on my part, however eagerly accepted, yet entirely unsolicited.

On the 21st of October 1784 an official order was sent by Mr. Hastings to Lieutenant Palhill in the following terms :

See No. 2.

"I have thought proper to appoint the corps under your command to attend the Prince Mirza Jewan Bukht, Jehaunder Shah Behandur ; you are therefore to consider yourself and your corps, from this time, as his body-guard, in the same manner as you have hitherto been with me. The command, discipline, and detail of the body-guard, will continue, as at present, in yourself ; but you are to make regular returns to and obey all general orders and directions which you may receive from Captain Frith, who is to command a corps of his Excellency the Nabob Vizier's troops, on the same service.

"You will receive all further instructions that may be necessary for your guidance during this service from Major Palmer."

The official and public nature of my appointment by an authority which the orders of Government required me to obey, has thus been established. But, my Lord, it was further established, by a report made to the Council, in Mr. Hastings' Minute of the 14th January 1785, that the Nabob Vizier had provided five battalions of sepoy to replace Colonel Cumming's detachment ; that these had been lately completed and properly equipped for that service, under the direction of an officer whom the Governor General left with the Nabob for that purpose, and for attendance on the Prince, with whom they were then stationed as his guards, and that that officer was Captain Frith.

See Nos. 3, 4, 5.

See Nos. 6, 7, 8, 9, and 10.

If additional public evidence of the existence of my command, within the Board's knowledge, should be wanted, a reference to the papers enclosed will leave it, my Lord, beyond the possibility of doubt, even in the Government's own declaration to the Honourable Court of Directors, in their general letter, dated the 17th January 1785. The papers exhibited in the Appendix will also bear some testimony to the services which my battalions rendered to the Vizier's collections and the peace of his country. Really, my Lord, they are still in his Excellency's service, and, I have some pride in saying, if not the only useful, yet the most useful troops on his establishment.

See No. 7.

After what I have had the honour to observe, after referring to papers which will show the great reform that I made in the expense of the corps, which I declare, upon my honour, was always kept effective, a reduction of not less than 10,000 rupees a month, without taking a single sepoy from the strength, I was surprised, it was impossible I should not be so, at hearing that, on Major Palmer's explanation to the Government, of the civil and military allowances of the Company's servants in the Vizier's country, among which mine was mentioned, it was declared that, "The Board know nothing of Captain Frith's appointment, and cannot therefore authorize the allowance."

See No. 11.

See No. 7.

Major Palmer had acquainted the Governor General that I had no interference with the pay or bazar of the troops, nor any means whatever of making the smallest emolument beyond my stated allowance, the sum of which will appear in the following extract of Major Palmer's letter :

"Captain

“ Captain Frith, commanding four battalions of sepoy, in lieu of all charges and contingencies whatever, 5,000 rupees a month.”

Allow me, in this place, my Lord, to take notice of the manner in which this allowance was granted. No. 12 of the accompanying documents, which exhibits the particulars of the establishment of his Excellency's battalions when I received the command of them, including eight six-pounders, to which two twelves were afterwards added, and the reform which I proposed in the expense, having been translated into Persian, and submitted by the Resident to his Excellency for confirmation in public durbar, he was pleased to declare, in terms that were highly creditable and pleasing to me, his fullest approbation of the abatement I had made in the charges; and, as a proof of his Excellency's satisfaction, without hint or persuasion from any one on my behalf, his Excellency was pleased at once to direct that an order should be immediately recorded, granting me an allowance of 5,000 rupees a month for table allowance, or what is called, in the language of the country, *khannah krutch*; by which I felt and declared myself most amply rewarded for every service I could render to his Excellency, and considered it as a full allowance, to include every item or particular to be paid by his Excellency on my account.

See No. 12.

But even of this allowance I had received no part from his Excellency, when the Board refused to sanction the payment of any to me as commanding his battalions, refusing it on a ground, of the truth or justice of which your Lordship will be the judge; nor have I received any salary or consideration whatever as attendant or Resident on the part of the Company with the *Shah-gada*, yet my expenses in that separate office were on many accounts large. I am sure that I do not overrate them when I state them at the sum of 14,000 rupees; and I can take upon me to declare that I never received directly or indirectly from his Royal Highness any perquisite, advantages, or emolument whatever; nay, even that I declined to accept the smallest complement from him, though mine were regularly offered on particular occasions, and never charged. I can also add, my Lord, the same with respect to Lieutenant Richard Frith, who attended the Prince in my absence, and was actually appointed my assistant by Mr. Hastings, that he never received any allowance or consideration beyond his ordinary pay as an officer.

The state of the battalions when the command was assigned to me, the exertions that I made, and the difficulties I encountered to put them in discipline, and make them good troops, as they really were when I was removed from the command of them, will appear to your Lordship in the papers annexed. They suffered the greatest distress from want of pay; but I would not trouble the Vizier or his minister with complaints and representations, knowing that they were then doing their utmost to fulfil their engagements to our Government for the payment of so large a sum as one crore and 15 lakh of rupees; and I thought it my duty not only to exert my personal endeavours to keep the troops in good humour, but to use my personal credit to procure for them from time to time temporary supplies of money. My Lord, the only sum that was ever received from the Nabob's treasury or government for the troops during the period of my command was 20,000 rupees, in the month of January 1785, and the whole was immediately divided among the men of the battalions by the minister's own people, and in my presence; yet, small as this advance was, compared with the just dues of the corps, and notwithstanding many disadvantages which they likewise suffered, they marched with the greatest alacrity, on the incursion of the Sikhs into Rohilcund, in February 1785; there was no murmuring, no complaint, no representation of difficulties.

See Nos. 13 and 14.

I would fain refrain from saying much about myself; but I cannot avoid upon this occasion of such interesting moment to me to observe, that your Lordship having long since visited Lucknow, and the different stations of the army, and been resident for several years in this country, must of course be possessed of the fullest information respecting the characters and conduct of the officers under your command, and that inferior as I must appear in comparison with many officers in this army, yet, as I commanded so great a corps as six battalions in the whole, in the Vizier's service, and have now in my possession many testimonies of his approbation in his public letters to the Board on my conduct, it could not be passed unobserved, and has probably been reported to your Lordship.

O.103.

A 3

But

See Nos. 15, 16, 17,
and 18.

But to return to the immediate subject of this address, I have noticed to your Lordship the surprise with which I learned, after all that had passed, that Mr. Macpherson and Mr. Stables disavowed any knowledge of my appointment, and, in doing so, refused their sanction to the Vizier's payment of the allowances annexed to it. I thought for some time that I must have been mistaken in all that I had heard of intimations to the Board concerning my command, of letters from the Prince and the Vizier requesting its continuance, and of many flattering expressions of approbation of my conduct; and I determined, having no knowledge that I could have recourse to the Board's proceedings in this country, to obtain from England such documents as I could use in supporting my application to your Lordship. I have lately received them, and your secretary, by your Lordship's permission (for which I beg leave to offer my best acknowledgments) has attested them as accurate.

See No. 19.

Until this time, therefore, I was not prepared to state my claim fully to your Lordship's Government. It will be found in the enclosed paper, and to your justice I readily submit it, with this further remark, that the payment of the principal without the legal interest upon it will leave me greatly in debt, without the probable means of being ever able to discharge it; for the money was borrowed from the bankers Lalla Butchrange and Cashmeery Mull, and from Mr. Cockerell and Mr. Orr, and I am of course charged interest on it from the time that the loans were made to this hour.

It has occurred to me that two objections may, at first view, be urged against my claim, but I trust they cannot have weight upon due consideration.

The one is, that times have been fixed for presenting claims to Government, and I have allowed them to pass by. To this I beg leave to answer, that I was out of the way of receiving the general order that limited the period; indeed, I received no official communication whatsoever from the Government by whom, or whose order, I was not even informed until July 1786 that my command had ceased, that my claim was before the Council in May 1785, and that until now (as I have before mentioned to your Lordship) I have not had the documents that were necessary to support a rehearing of it. To this I should also add, that my first claim was on the Vizier, however much I might suppose the Company to be in honour a guarantee for the payment of dues in an office bestowed upon me by their Governor General acting under full authority from the Governor General and Council.

See No. 20.

The second objection that has occurred to me is founded on your Lordship's agreement with the Nabob Vizier in 1787. My Lord, my pretensions are entirely public; my demand is not a private demand on the Vizier; I held the command of a real and effective, not a nominal, corps of his army, and was regularly appointed to it; the Nabob Vizier will readily admit the justice of my claim. His Excellency's allowance to Lieutenant Anderson has been authorised, yet the late Government declined to sanction it when they declined to sanction mine. Captain Macleod, who commanded a corps, called the Guard of the Resident at Lucknow, has received his allowances; the pay and batta due to Lieutenant Sloper have been authorised; but Lieutenant Sloper was appointed to command a corps about the Prince's person by the same Government who thought that office useless when conferred on me.

To add to the circumstances of my cases, your Lordship will be pleased to observe that my common allowances, as an officer in the Company's service, have not been given to me; so that, in fact, while I remained upon selection in the command of a serviceable body of troops by appointment from the Governor General, in the dominions of the Vizier, I have not been permitted to receive the least pay, either from the Company, my proper employers, or the Nabob.

My Lord, permit me to repeat, that to your Lordship's consideration I submit the merits of my case. My confidence in your justice is entire. The picture of real distress requires no fiction to impress it on the feelings of a sensible mind; the language of truth must convey it fully; and in my case I have stated it in the surest conviction that a fair and candid recital of facts will constitute the best appeal to your Lordship, and afford the readiest means of obtaining that redress which all expect from that impartiality which has invariably guided your Lordship's decisions.

I have, &c.
(signed) *R. Frith.*

Ordered, THAT the enclosures in the above letter be entered in the Appendix.

Ordered, That a letter be written to Captain Frith, by the secretary, to acquaint him that, although the Board have a most favourable opinion of his character, it is entirely out of their power to comply with his present request. Captain Frith's claim being for arrears of pay in the Vizier's service, into which he had voluntarily entered, it can only be considered in the light of a private debt, in which the Company neither have, nor ever could have had any concern, or be justly supposed to be implicated in any responsibility, and respecting the liquidation of which it would be highly indecent and unjustifiable in this Government to interfere.

Captain Frith is at liberty to prefer his claim directly to the Vizier, upon whose pleasure alone the payment of it must depend.

(signed) *Cornwallis.*
Peter Speke.

No. 1.

Governor General's Credentials.

WHEREAS it has been resolved in Council, on the 31st of December 1783, to withdraw the Residency at Lucknow, and to invest the Governor General with a special and separate charge of the Company's affairs and interests in the dominions of the Nabob Asophul Dowlah, on certain conditions therein expressed, which have been since fulfilled: and whereas the Board have agreed, on the invitation of the Nabob Vizier, and on a tender made by the Governor General of his services in the acceptance thereof, that the Governor General shall proceed to Lucknow for the purpose of assisting the Nabob Vizier in the means of discharging his engagements to the Company, and the regulation of his Government: it is hereby resolved, that the Governor General shall be, and is, invested with full power and authority to concert and adjust with the Nabob Vizier the means of discharging his engagements to the Company, of restoring and securing the peace, safety, and order of his Government, and of promoting the improvement of his revenue; and to support the Nabob Vizier with the authority of this Government, in as full and ample manner as we can empower him by an Act of Parliament of Great Britain, or by any of the orders of the Honourable Court of Directors, and to take all such measures as he, the Governor General, shall think necessary for the accomplishments of these ends; and for these purposes it is hereby agreed and resolved, that the Governor General shall be, and is invested with the full power and authority of this Government (as far as we can legally delegate the same) over all the officers, civil or military, stationed, or residing within the dominions of the Nabob Asophul Dowlah, and the province of Benares, but restricted to the exercise thereof to the dominions of the Nabob Asophul Dowlah and the province of Benares aforesaid, and to the purposes above recited.

Given in Fort William, under the seal of the Honourable Company, and under the hands of the Governor General and Council, this 17th day of February, in the year of our Lord 1784.

(A true copy.)

(signed) *E. Hay,*
Secretary to the Government.

No. 2.

To Lieutenant *Thomas Pothill*, commanding the Body Guard of Infantry.

Sir,

Benares, 21 October 1784.

I HAVE thought proper to appoint the corps under your command to attend the Prince Mirza Jewan Bukht, Jehaander Shah Behadur; you are therefore to consider yourself and your corps from this time as his body-guard, in the same manner as you have hitherto been with me. The command, discipline, and detail of the body-guard will continue, as at present, in yourself; but you are to make regular returns to, and obey all general orders and directions which you may receive from Captain Frith, who is to command a corps of his Excellency's the Nabob Vizier's troops on the same service.

You will receive all further instructions that may be necessary for your guidance during this service, from Major Palmer.

I am, &c.
(signed) *Warren Hastings.*

No. 3.

EXTRACT from the Proceedings of the Governor General and Council in the Secret Department, on the 14th January 1785.

Governor General,

RESPECTING the question of withdrawing or continuing the corps, the Governor General informs the Board that the Nabob Vizier has provided five battalions of sepoy to replace Colonel Cumming's detachment. These have been lately completed, and properly equipped for that service, under the direction of a very able officer, whom the Governor General left with the Nabob for that purpose, and for attendance on the Prince, with whom they are at present stationed as his guards. They are to attend the Prince as far as Futtyghur, their destined station, but no further, as the Nabob cannot provide funds for raising an equivalent recruit to supply their place. This officer is Captain Frith. The Governor General did not mention his appointment to Board, in his former report relating to the Prince, because the Nabob Vizier had, at that time, signified his intentions of placing the corps under the command of a native officer, and the Governor General of course withdrew his recommendation of Captain Frith. The Nabob has since changed his intentions.

No. 4.

EXTRACT of a Letter from Major General *Giles Hibbert*, Commander-in-Chief, to the Governor General and Council; dated Fort William, 24 February 1785.

I DO myself the honour of enclosing for your information, a copy of a letter to me from Colonel Sir John Cumming, advising me of his intention to march the day after the date of that letter, with the detachment under his command, leaving one regiment of sepoy for the protection of the cantonments and magazine, till the arrival of Captain Frith, who was expected there in a short time with a battalion of the Nabob's sepoy.

No. 5.

EXTRACT of a Letter from Colonel Sir *J. Cumming*, to the Honourable the Governor General and Council; dated Futtyghur, 11 February 1785.

I HAVE the honour to inform you, that in consequence of his Excellency the Vizier's requisition, I shall march from hence to-morrow with two regiments of sepoy, the rosallah of cavalry, and the artillery; one regiment will remain here, in charge of the magazine and cantonments, until the arrival of Captain Frith with a battalion of the Nabob's sepoy, when that regiment also will proceed to join the detachment.

No. 6.

EXTRACT of a Letter from Major *Palmer* to the Honourable *John Macpherson*, Esq., Governor General, dated Lucknow, 1 April 1785, and recorded on the Secret Consultation of the Board, on the 12th of that month.

THE corps under command of Captain Frith is detached upon service and dispersed. The Vizier has judged it imprudent to reduce them in the present situation of affairs, and in fact, he has not been able hitherto to relieve the stations which they occupy, but as I had the honour to inform you before, this will be done as soon as possible. Captain Frith has great merit, both in his discipline and economy of these corps; but he does not wish that any consideration for him should for a moment impede any arrangement which you may judge for the service of either Government.

No. 7.

EXTRACT of a Letter from the Nabob Vizier to the Honourable *John Macpherson*, Esq., Governor General, received the 21st April 1785, and recorded on the Secret Consultation of the Board, the 26th of the same month.

2d. para. MR. HASTINGS wrote to me for the abolition of Captain Frith's battalions. At that time the disturbances of the Seiks existed in the neighbourhood of Bareilly, and my army was stationed at the ghauts of the river, at those places which at this season are always fordable.

This year many other ghauts were fordable, and the Seiks crossed over to plunder, which is their custom; my army, which was already there, came upon them and punished them, and they, finding no strength to remain, crossed back again and returned.

But it became necessary to guard all ghauts, and I therefore stationed for the defence of the Bareilly ghauts my old battalions that were fixed at Khyrabad and the other Mhals; and I sent the battalions of Captain Frith, which were newly raised, for the settlement of

of the Mhals of Khyrabad, &c. These battalions went under the command of a commandant belonging to me, and no English gentleman went there. In these four battalions, according to the rule of all my battalions, there are 3,000 men, and the expense of them, including the artillery, is 25,000 rupees in each month.

For a little time I thought this expense advisable for the execution of two important objects, the settlement of the country and the expulsion of the Seiks, which, by the blessing of God, have been both effected.

I have now determined to disband them after satisfying them; but I consider it proper to guard the ghauts till Cheyte, till when the fords continue; after that, when the river be full, so large an army will not be wanted at the ghauts.

In this case I request your advice, that as this army is on a reduced and saving establishment, if you choose, I will keep the battalions until Cheyte, or if you order, I will dismiss them immediately.

Captain Frith will have no concern with the battalions.

No. 8.

EXTRACT of a Letter from the Vizier to the Governor General, received the 21st, and recorded on the Consultation of the Board the 26th of April 1785.

THE Governor General, Mr. Hastings, when he discovered my distressed situation, engaged to remove the brigade of Futtighur, and I, from my foresight of events, got leave to retain four battalions which I had chosen for additional security, which four battalions should be stationed at Futtighur, under the command of an officer in my confidence, and should, whenever necessary, be sent under an aumil to settle the Mhals of Saundy, &c., which are under the aumil of Khyrabad, and also some other Mhals belonging to Bareilly, &c., in that neighbourhood, and should return to Futtighur, and the expenses of the four battalions, which consist of 3,000 men with nine guns, being fixed at 25,000 rupees in each month, are upon a reduced and saving establishment.

No. 9.

EXTRACT of a Letter from Major *Palmer* to the Honourable *John Macpherson*, Esq., dated Lucknow, 27th March 1785.

CAPTAIN Frith has diminished the expense of the corps under his command almost 10,000 rupees per month, without taking a single sepoy from the strength of them. He has no interference with their pay or bazaar, nor any means whatever of the smallest emolument beyond his stated allowance.

Captain Frith, commanding four battalions of sepoys, in lieu of all charges and contingencies whatever, 5,000 rupees per month.

No. 10.

EXTRACT of a General Letter from Bengal to the Court of Directors, dated 17th January 1785.

Para. 17. THE Governor General informed us that the Nabob Vizier had provided five battalions of sepoys to replace Colonel Cumming's detachment; that these had been lately completed and properly equipped for that service under the direction of a very able officer, Captain Frith, whom the Governor General had left with the Nabob for that purpose, and to attend on the prince, with whom these troops are at present stationed as his guard, and that they were to escort the prince as far as Futtighur, their destined station, but no further, as the Nabob could not provide funds for raising an equivalent recruit to supply their place.

18. But the Governor General observed that, if it should be the decided opinion of the Board that the Futtighur detachment should be continued in its station for another year, it would afford a considerable saving to the Nabob Vizier to apprise him of it, that he might disband the corps which he had appointed for its relief.

No. 11.

EXTRACT from the Proceedings of the Honourable the Governor General and Council, in their Secret Inspection Department, 3d May 1785.

CAPTAIN Frith, commanding four battalions of sepoys, in lieu of all charges and contingencies whatever, 5,000 rupees per mensem. The Board know nothing of Captain Frith's appointment, and cannot therefore authorise the allowance.

No. 12.

NABOB'S ESTABLISHMENT and ESTIMATE when Captain *Frith*
received the Command. [First Battalion.]

	Rs. a. p.	Rs. a. p.
1 Commandant - - - - -	125 - -	
1 Adjutant - - - - -	45 - -	
10 Subadars - each at 40 rupees per month	400 - -	
20 Jemadars - each at 20 " " "	400 - -	
50 Havildars - each at 8 " " "	400 - -	
1 Havildar Major - - - - -	15 - -	
40 Naicks - each at 7 rupees per month	280 - -	
600 Sepoys - each at 6 " " "	3,600 - -	
10 Drummers, each at 10 " " "	100 - -	
10 Fifers - each at 10 " " "	100 - -	
1 Cymbal-man - - - - -	10 - -	
10 Trumpeters, each at 6 rupees per month	60 - -	
10 Beshties - each at 6 " " "	60 - -	
1 Head Vakeel - - - - -	15 - -	
9 Vakeels - each at 10 rupees per month	90 - -	
3 Doctors - each at 10 " " "	30 - -	
1 Sardar Vakeel - - - - -	20 - -	
1 Shroff - - - - -	15 - -	
4 Bellmen - each at 4 rupees per month	16 - -	
1 Chobdar - - - - -	8 - -	
4 Hircarrabs, each at 6 rupees per month	24 - -	
Golandaaze:		
1 Jemadar - - - - -	20 - -	
15 Golandaaze, each at 10 rupees per month	150 - -	
1 Tindal - - - - -	10 - -	
30 Lascars - each at 6 rupees per month	180 - -	
1 Mistry Carpenter - - - - -	12 - -	
7 Carpenters, each at 8 rupees per month	56 - -	
1 Mistry Smith - - - - -	15 - -	
6 Smiths - each at 8 rupees per month	48 - -	
1 Sicklagur - - - - -	5 - -	
1 Beshity - - - - -	6 - -	
1 Vakeel - - - - -	10 - -	
Artificers:		
1 Mate - - - - -	5 - -	
10 Bildars - each at Rs. 3 8 per month	66 8 -	
154 Bullocks, including Drivers, each at 14 rupees per month	2,156 - -	
14 Hackeries - each at 45 " " "	630 - -	
		5,813 - -
		512 - -
TOTAL - - - Rs.		9,182 8 -

REFORMED ESTABLISHMENT and ESTIMATE by Captain *Frith*.
[First Battalion.]

	Rs. a. p.	Rs. a. p.
1 Commandant - - - - -	125 - -	
10 Subadars - each at 40 rupees per month	400 - -	
20 Jemadars - each at 20 " " "	400 - -	
40 Havildars - each at 8 " " "	320 - -	
40 Naicks - each at 7 " " "	280 - -	
600 Sepoys - each at 6 " " "	3,600 - -	
4 Drummers, each at 9 " " "	36 - -	
4 Fifers - each at 9 " " "	36 - -	
8 Tom Toms, each at 6 " " "	48 - -	
10 Beshties - each at 6 " " "	60 - -	
2 Doctors - each at 10 " " "	20 - -	
2 Mutsaddies, each at 10 " " "	20 - -	
24 Coolies - each at 4 " " "	96 - -	
4 Gunymen - each at 4 " " "	16 - -	
1 Adjutant, Staff Pay (a Subadar)	16 - -	
1 Havildar Major (a Havildar) Artillery	8 - -	
		5,481 - -
1 Jemadar - - - - -	20 - -	
1 Havildar - - - - -	8 - -	
1 Naick - - - - -	7 - -	
13 Golandaaze, each at 6 rupees per month	78 - -	
1 Serang - - - - -	10 - -	
1 Tindal - - - - -	8 - -	
30 Lascars - each at 6 rupees per month	180 - -	
1 Beshity - - - - -	6 - -	
3 Smiths - each at 8 rupees per month	24 - -	
3 Carpenters, each at 8 " " "	24 - -	
6 Bildars - each at 4 " " "	24 - -	
100 Bullocks, Draft and Carriage, including Drivers, &c., feeding, and all expenses, at 12 rupees per pair	600 - -	
2 Hackeries - - - - -	60 - -	
		1,049 - -
		6,530 - -
Retrenchment by Captain Frith's Reformed Estab- lishment - - - - -		2,652 8 -
TOTAL - - - Rs.		9,182 8 -

NABOB'S ESTABLISHMENT and ESTIMATE when Captain *Frith*
received the Command. [Second Battalion.]

	Rs. a. p.	Rs. a. p.
1 Commandant - - - - -	125 - -	
1 Adjutant - - - - -	45 - -	
10 Subadars - each at 40 rupees per month	400 - -	
20 Jemadars - each at 20 " " "	400 - -	
50 Havildars - each at 8 " " "	400 - -	
1 Havildar Major - - - - -	15 - -	
40 Naicks - each at 7 rupees per month	280 - -	
600 Sepoys - each at 6 " " "	3,600 - -	
10 Drummers, each at 10 " " "	100 - -	
10 Fifers - each at 10 " " "	100 - -	
1 Cymbal-man - - - - -	10 - -	
10 Trumpeters, each at 6 rupees per month	60 - -	
10 Beshties - each at 6 " " "	60 - -	
1 Head Vakeel - - - - -	15 - -	
9 Vakeels - each at 10 rupees per month	90 - -	
3 Doctors - each at 10 " " "	30 - -	
1 Sardar Vakeel - - - - -	20 - -	
1 Shroff - - - - -	15 - -	
4 Bellmen - each at 4 rupees per month	16 - -	
1 Chobdar - - - - -	8 - -	
4 Hircarrabs, each at 6 rupees per month	24 - -	
Golandaaze:		
1 Jemadar - - - - -	20 - -	
15 Golandaaze, each at 10 rupees per month	150 - -	
1 Tindal - - - - -	10 - -	
30 Lascars - each at 6 rupees per month	180 - -	
1 Mistry Carpenter - - - - -	12 - -	
7 Carpenters - each at 8 rupees per month	56 - -	
1 Mistry Smith - - - - -	15 - -	
6 Smiths - each at 8 rupees per month	48 - -	
1 Sicklagar - - - - -	5 - -	
1 Beshity - - - - -	6 - -	
1 Vakeel - - - - -	10 - -	
Artificers:		
1 Mate - - - - -	5 - -	
19 Bildars - each at Rs. 3 8 per month	66 8 -	
154 Bullocks, including Drivers, each at 14 rupees per month	2,156 - -	
14 Hackeries - each at 45 " " "	630 - -	
		5,813 - -
		512 - -
TOTAL - - - Rs.		9,182 8 -

REFORMED ESTABLISHMENT and ESTIMATE by Captain *Frith*.
[Second Battalion.]

	Rs. a. p.	Rs. a. p.
1 Commandant - - - - -	125 - -	
10 Subadars - - - - -	400 - -	
20 Jemadars - - - - -	400 - -	
40 Havildars - - - - -	320 - -	
40 Naicks - - - - -	280 - -	
600 Sepoys - - - - -	3,600 - -	
4 Drummers - - - - -	36 - -	
4 Fifers - - - - -	36 - -	
8 Tom Toms - - - - -	48 - -	
10 Beshties - - - - -	60 - -	
2 Doctors - - - - -	20 - -	
2 Mutsaddies - - - - -	20 - -	
24 Coolies - - - - -	96 - -	
4 Gunymen - - - - -	16 - -	
1 Adjutant, Staff Pay (a Subadar)	16 - -	
1 Havildar Major (a Havildar)	8 - -	
		5,481 - -
Artillery:		
1 Jemadar - - - - -	20 - -	
1 Havildar - - - - -	8 - -	
1 Naick - - - - -	7 - -	
13 Golandaaze - - - - -	78 - -	
1 Serang - - - - -	10 - -	
1 Tindal - - - - -	8 - -	
30 Lascars - - - - -	180 - -	
1 Beshity - - - - -	6 - -	
3 Smiths - - - - -	24 - -	
3 Carpenters - - - - -	24 - -	
6 Bildars - - - - -	24 - -	
100 Bullocks, Draft and Carriage, including Drivers, &c., feeding, and all expenses, each at 12 rupees per pair	600 - -	
2 Hackeries - - - - -	60 - -	
		1,049 - -
		6,530 - -
Retrenchment by Captain Frith's Reformed Estab- lishment - - - - -		2,652 8 -
TOTAL - - - Rs.		9,182 8 -

NABOB'S ESTABLISHMENT and ESTIMATE when Captain <i>Frith</i> received the Command. [Third Battalion.]				REFORMED ESTABLISHMENT and ESTIMATE by Captain <i>Frith</i> . [Third Battalion.]			
	Rs.	a.	p.	Rs.	a.	p.	Rs.
1 Commandant - - - - -	125	-	-	1 Commandant - - - - -	125	-	-
1 Adjutant - - - - -	45	-	-	10 Subadars - each at 40 rupees per month	400	-	-
10 Subadars - each at 40 rupees per month	400	-	-	20 Jemadars - each at 20 " "	400	-	-
20 Jemadars - each at 20 " "	400	-	-	40 Havildars - each at 8 " "	320	-	-
50 Havildars - 29 men, at 11 rupees each, and 21 " at 8 " "	487	-	-	40 Naicks - each at 7 " "	280	-	-
1 Havildar Major - - - - -	15	-	-	600 Sepoys - each at 6 " "	3,600	-	-
40 Naicks - 4 men, each at 10 rupees per month, and 36 " each at 7 " "	292	-	-	4 Drummers - each at 9 " "	36	-	-
600 Sepoys - each at 6 rupees per month	3,600	-	-	4 Fifers - each at 9 " "	36	-	-
10 Drummers, each at 10 " "	100	-	-	8 Tom Toms, each at 6 " "	48	-	-
10 Fifers - each at 10 " "	100	-	-	10 Beshties - each at 6 " "	60	-	-
1 Cymbal-man - - - - -	10	-	-	2 Doctors - each at 10 " "	20	-	-
10 Trumpeters, each at 6 rupees per month	60	-	-	2 Mutsaddies, each at 10 " "	20	-	-
10 Beshties - each at 6 " "	60	-	-	24 Coolies - each at 4 " "	96	-	-
1 Head Vakeel - - - - -	15	-	-	4 Gunymen, each at 4 " "	16	-	-
9 Vakeels - each at 10 rupees per month	90	-	-	1 Adjutant, Staff-pay (a Subadar)	16	-	-
3 Doctors - each at 10 " "	30	-	-	1 Havildar Major (Havildar)	8	-	-
1 Sirdar Vakeel - - - - -	20	-	-				5,481 - -
1 Shroff - - - - -	15	-	-	Artillery:			
4 Bellmen - each at 4 rupees per month	16	-	-	1 Jemadar - - - - -	20	-	-
1 Chobdar - - - - -	8	-	-	1 Havildar - - - - -	8	-	-
4 Hircarrahs, each at 6 rupees per month	24	-	-	1 Naick - - - - -	7	-	-
Golandaaze:			5,912 - -	13 Golandaaze - each at 6 rupees per month	78	-	-
1 Jemadar - - - - -	20	-	-	1 Serang - - - - -	10	-	-
15 Golandaaze, each at 10 rupees per month	150	-	-	1 Tindal - - - - -	8	-	-
1 Tindal - - - - -	10	-	-	30 Lascars - each at 6 rupees per month	180	-	-
30 Lascars - each at 6 rupees per month	180	-	-	1 Beshty - - - - -	6	-	-
1 Mistry Carpenter - - - - -	12	-	-	3 Smiths - each at 8 rupees per month	24	-	-
7 Carpenters, each at 8 rupees per month	56	-	-	3 Carpenters - each at 8 " "	24	-	-
1 Mistry Smith - - - - -	15	-	-	6 Bildars - each at 4 " "	24	-	-
6 Smiths - each at 8 rupees per month	48	-	-	100 Bullocks, draught and carriage, including Drivers, &c., feeding, and all expenses, at 12 rupees per pair	600	-	-
1 Sicklagar - - - - -	5	-	-	2 Hackeries - - - - -	60	-	-
1 Beshty - - - - -	6	-	-				1,040 - -
1 Vakeel - - - - -	10	-	-				6,530 - -
Artificers:			512 - -	Retrenchment by Captain <i>Frith's</i> Reformed Establishment - - - - -			
1 Mate - - - - -	5	-	-				2,751 8 -
19 Bildars - each at Rs. 3. 8 per month	66	8	-				
154 Bullocks, including Drivers, each at 14 rupees per month	2,156	-	-				
14 Hackeries, including Drivers, each at 45 rupees per month	630	-	-				
TOTAL - - - - -			9,281 8 -				9,281 8 -

NABOB'S ESTABLISHMENT and ESTIMATE when Captain *Frith* received the Command. [Fourth Battalion.]REFORMED ESTABLISHMENT and ESTIMATE by Captain *Frith*. [Fourth Battalion.]

	Rs.	a.	p.	Rs.	a.	p.	Rs.
1 Commandant - - - - -	125	-	-	1 Commandant - - - - -	125	-	-
1 Adjutant - - - - -	45	-	-	10 Subadars - each at 40 rupees per month	400	-	-
10 Subadars - each at 40 rupees per month	400	-	-	20 Jemadars - each at 20 " "	400	-	-
20 Jemadars - each at 20 " "	400	-	-	40 Havildars - each at 8 " "	320	-	-
50 Havildars - 29 men, at 11 rupees each, and 21 at 8 rupees per month	487	-	-	40 Naicks - each at 7 " "	280	-	-
1 Havildar Major - - - - -	15	-	-	600 Sepoys - each at 6 " "	3,600	-	-
40 Naicks - 4 men each, at 10 rupees, and 36 at 7 rupees per month	292	-	-	4 Drummers, each at 9 " "	36	-	-
600 Sepoys - each at 6 rupees per month	3,600	-	-	4 Fifers - each at 9 " "	36	-	-
10 Drummers, each at 10 " "	100	-	-	8 Tom Toms, each at 6 " "	48	-	-
10 Fifers - each at 10 " "	100	-	-	10 Beshties - each at 6 " "	60	-	-
1 Cymbal-man - - - - -	10	-	-	2 Doctors - each at 10 " "	20	-	-
10 Trumpeters, each at 6 rupees per month	60	-	-	2 Mutsaddies, each at 10 " "	20	-	-
10 Beshties - each at 6 " "	60	-	-	24 Coolies - each at 4 " "	96	-	-
1 Head Vakeel - - - - -	15	-	-	4 Gunymen, each at 4 " "	16	-	-
9 Vakeels - each at 10 rupees per month	90	-	-	1 Adjutant, Staff-pay (a Subadar)	16	-	-
3 Doctors - each at 10 " "	30	-	-	1 Havildar Major (Havildar)	8	-	-
1 Sirdar Vakeel - - - - -	20	-	-				5,481 - -
1 Shroff - - - - -	15	-	-	Artillery:			
4 Bellmen - each at 4 rupees per month	16	-	-	1 Jemadar - - - - -	20	-	-
1 Chobdar - - - - -	8	-	-	1 Havildar - - - - -	8	-	-
4 Hircarrahs, each at 6 rupees per month	24	-	-	1 Naick - - - - -	7	-	-
Golandaaze:			5,912 - -	13 Golandaaze - each at 6 rupees per month	78	-	-
1 Jemadar - - - - -	20	-	-	1 Serang - - - - -	10	-	-
15 Golandaaze, each at 10 rupees per month	150	-	-	1 Tindal - - - - -	8	-	-
1 Tindal - - - - -	10	-	-	30 Lascars - each at 6 rupees per month	180	-	-
30 Lascars - each at 6 rupees per month	180	-	-	1 Beshty - - - - -	6	-	-
1 Mistry Carpenter - - - - -	12	-	-	3 Smiths - each at 8 rupees per month	24	-	-
7 Carpenters, each at 8 rupees per month	56	-	-	3 Carpenters - each at 8 " "	24	-	-
1 Mistry Smith - - - - -	15	-	-	6 Bildars - each at 4 " "	24	-	-
6 Smiths - each at 8 rupees per month	48	-	-	100 Bullocks, draught and carriage, including Drivers, &c., feeding, and all expenses, at 12 rupees per pair	600	-	-
1 Sicklagar - - - - -	5	-	-	2 Hackeries - - - - -	60	-	-
1 Beshty - - - - -	6	-	-				1,040 - -
1 Vakeel - - - - -	10	-	-				6,530 - -
Artificers:			512 - -	Retrenchment by Captain <i>Frith's</i> reformed Establishment - - - - -			
1 Mate - - - - -	5	-	-				2,751 8 -
19 Bildars - each at Rs. 3. 8 per month	66	8	-				
154 Bullocks, including Drivers, each at 14 rupees per month	2,156	-	-				
14 Hackeries - each at 45 " "	630	-	-				
TOTAL - - - - -			9,281 8 -				9,281 8 -

No. 12.—COMPARATIVE VIEW.

NABOB'S ESTABLISHMENT.				REFORMED ESTABLISHMENT by Captain <i>Frith</i> .			
			<i>Rs. a. p.</i>				<i>Rs. a. p.</i>
1st Battalion	-	-	9,182 8 -	1st Battalion	-	-	6,530 - -
2d „	-	-	9,182 8 -	2d „	-	-	6,530 - -
3d „	-	-	9,182 8 -	3d „	-	-	6,530 - -
4th „	-	-	9,182 8 -	4th „	-	-	6,530 - -
							26,120 - -
				Retrenchment by Captain <i>Frith</i>			10,808 - -
				per Month	-	-	
TOTAL	-	-	Rs. 36,928 - -	TOTAL	-	-	Rs. 36,928 - -

No. 13.

Honourable Sir,

Camp, near Lucknow, 1 December 1784.

THE desire of being able to make a correct report of the Nabob Vizier's battalions prevented me troubling you with a letter upon that subject, immediately upon my receiving the command, or before I was enabled by a particular inspection, personally to ascertain the true state of them. In the mean time, I hope you will not have considered me guilty of negligence in so material a point of duty. The present state of the corps, ordnance, stores, arms, accoutrements, &c., which I have now the honour to lay before you, is the result of many days' strict investigation by myself.

The battalions were delivered to me complete, with respect to numbers, according to the Vizier's establishment; but as they must have been collected for the purpose in the space of a few days, they are generally made up of such miserable half-starved wretches as Lucknow and its environs abounded with. This, however, a very little time, and some good feeding, will obviate in those that are fit to be kept, and as I have it in my power every day to choose out of some hundred volunteers that are constantly offering themselves, I shall find no difficulty in completing them with choice men.

The officers have mostly been promoted from inferior ranks, and many, from never before having held any military rank at all, by the sole influence of three or four of the Nabob's orderlies; therefore, no great service or even assistance can be expected from them for a little time. But I hope three hours' close attention every morning, and two hours every evening, will very soon bring them and the whole of the corps into tolerable good order, which every endeavour of mine shall be exerted to effect. With respect to guns, arms, accoutrements, &c., I have, in the report of them, said as little as possible, considering their real state, to avoid every idea of making difficulties. Major Palmer was present at the time I received the command, and saw the state of the whole. He did not wait for my report of it, to represent to the Minister the necessity of having the detachment properly equipped; in consequence of which, I have this day received an order directed to Colonel Martin for the exchange of the guns, as well as the delivery of all manner of stores that I am in want of, which can be supplied from the arsenal.

The Nabob has 4,000 stands of European arms in his own magazine at Lucknow, and I hope will be induced to order the exchange of the firelocks, &c., in the course of a few days, as the Prince constantly expresses his wishes to see the battalions armed, and in all respects look like "English Sepoys."

(signed) *Rt. Frith.*

No. 14.

To Major *Palmer*.

20 December 1784.

MY anxiety to be in some degree of readiness to move when you called upon me to trouble you with such information as I have collected respecting the money at present required by the battalions.

I find, in the first place, that the officers and men have claims for about 10,000 rupees of arrears due to them in the Nabob's old corps, from whence most of the officers, and many of the men, were drafted when these battalions were formed; however, this is a business that I conceive I can properly have no concern with, and I have told the people that I can do no more in it than merely to mention it to you, and that I imagined you could

could only do as much to the Minister ; at the same time, as they particularly requested I would do so much, I thought I could not well refuse them.

From the time that these battalions were formed until I received the command of them, it appears by their accounts (which are, however, too perplexed to be just now

to you) that each corps has received about 2,000 rupees for subsistence ; which statement leaves a balance due to the whole from the 26th August, the date of their formation, until the 1st of December, of about 53,000 rupees, and to this may be added in a few days more, the abstracts for the month of December. Altogether, I think if one lac of rupees could now be spared, it would nearly be sufficient to clear off all demands up to the 1st of January 1785, and we might then afford not to be troublesome for two or three months to come.

The distribution of this sum, my dear Palmer, just at the commencement of my command, would be most fortunate for me, as it will establish my credit with the troops, conciliate their confidence, and ensure future obedience to and dependence upon me ; at all events, whatever sum you can procure for me, you may most confidently rely upon the just and faithful application of it, and in the present state of the people, I may venture to say that almost any assistance of money will be acceptable.

(signed) *Rt. Frith.*

No. 15.

From the Prince to Mr. *Macpherson*, Governor General.—Received 14 June 1785.

My friend, Amcer Ummomalik Amaud-ud-Dowla, Mr. Hastings, Bahader Jelladut Jung, had placed Captain Robert Frith with his brother in the presence that they should attend upon my royal stirrup, and five battalions of my brother the Vizier of the Empire, which were stationed at the presence, had been placed under the said captain. At this time, the said battalions have been appointed for the management of different districts ; therefore, the said Captain is going to you, and his younger brother is attending in the presence, as I am pleased with the attachment and allegiance of the said captain ; therefore I write to you that, having given confidence to the said captain, you send him back to the presence, because the attendance of these few Englishmen gives respect to the presence, and by this consider me to be greatly pleased. Whatever the said captain may make known to you for the arrangement of my concerns, you will listen thereto with the ear of your heart.

No. 16.

From the Prince to Mr. *Macpherson*, Governor General.—Received 17 July 1786.

WHEN I came to this quarter from Delhi, and arrived in these provinces, and Mr. Hastings made me happy by the performance of the duties of attachment and allegiance, he placed my faithful servants, Captain Robert Frith and Lieutenant Richard Frith, at my presence, that they should attend in service, and I was perfectly pleased with the good conduct of the said gentlemen. It is now reported that you have recalled these gentlemen ; I therefore write that you are more employed than Mr. Hastings in giving me satisfaction, and God knows and is witness that I am perfectly pleased and satisfied with the proofs of your attachment. Such were the exertions of former Amras in the service of former kings which are in the annals of the world, as your attachment and allegiance are recorded in my heart. I therefore write that such a recall of these gentlemen from the presence is cause of discredit to them among the English gentlemen, and I also am astonished at the circumstance why you should have recalled them from their attendance in the presence, since neither loss came to the Company, nor did they receive anything from the Vizier. It is therefore necessary that you speedily send back Mr. Richard Frith, who is gone to Calcutta in obedience to your recall, that he may attend at my presence. This will certainly give me satisfaction ; and as Captain Robert Frith, who is also gone in obedience to your recall, is much experienced in business, I therefore write that when you shall place the battalions with me again, you will choose him for the command of them, because the circumstance will give me pleasure.

No. 17.

From the Prince to Mr. *Macpherson*, Governor General.—Received 18 July 1785.

At this time writings have arrived from the Royal presence, copies of which, translated into English, are sent through Captain Frith for your information. The wish and desire of his Majesty is, that the English gentlemen and the Viziers Ulmamoolik should execute

services for the Royal presence. Mr. Hastings had in view the supporting the dignity of the throne, and the performing services for the Royal person; and now the proofs of the same desire are expected from you, because your allegiance and attachment are beyond bounds established at the Royal presence, and you are in wisdom and prudence the Aristotle of the age. One word to the wise is equal to whole volumes. In this business you should make such a plan that the prosperity of the affairs of Royalty may properly take place, and that you may acquire reputation for the present and for ever therefrom. Mr. Hastings fixed Captain Robert Frith with his younger brother at the Royal presence. They are well-wishers to the presence, and attached to you; and I have sent Captain Frith to you on the business of the Sircar alone, after giving him complete satisfaction. Send him soon back to the presence, that I may receive pleasure therefrom, and appoint him, that he may apply himself with ease of mind to the performance of duty to the presence, and that he may perform his services.

No. 18.

From the Prince to the Right Honourable Earl *Cornwallis*, Governor General, &c. &c.
—Received 17 October 1786.

AT this fortunate time it has come to my hearing that my uncle, his sacred Majesty, from your wisdom and great penetration, has sent you for the Government of Bengal, &c. From learning this circumstance my heart has become highly pleased and joyous. You will have learnt the accounts of me in the provinces, from the time of my arrival until now, from the mouth of Mr. Hastings, who was firm in sincere intention towards the presence, and has performed the best services; and you will also hear this from Mr. Macpherson, who with the greatest attachment is performing services.

Mr. Hastings has a very great friendship for Captain Robert Frith, and placed him near me with five battalions, and his brother to attend upon me, and the said gentlemen having disciplined the said battalions, were from their heart and soul ready in obedience to me. In the meantime Mr. Hastings went to Europe, from which cause soon after, by the advice of the Council at Calcutta, the command of the battalions was taken from the captain; and his brother was summoned to Calcutta. I am entirely ignorant why these appointments were taken away from the two brothers; accordingly the said captain will mention all these particulars; I am certain that you, a Noble Peer, will, as formerly, appoint the said captain to the command of the battalions, and order his brother to attend upon me, and will send them hither, because the said captain is very attentive to the discipline and good state of the battalions.

Secondly: for some time his Majesty, Shah Allum, my rightful lord and director, cannot settle as he would wish the country of Delhi, &c., without an army, therefore I have this object also in my mind, that his Majesty's pleasure and the reputation of me and you, and of the Company and King of England, may be made plain and visible to all the world. In case of delay, I will quit Lucknow, and, arriving at Calcutta, will make myself happy by a personal interview. I write for your information.

No. 19.

His Excellency the Nabob Vizier.

		<i>Rs.</i>
1790.	The amount of a bond - - - - -	1,00,000
1785.	Interest on ditto from July to the end of September	
	1790, five years and three months, at 12 per cent.	63,000
	Amount of allowance from July 1785 till July 1786,	
	at 5,000 rupees per month - - - - -	60,000
		<hr/>
	<i>Lw. Sic. Rs.</i>	2,23,000

It is to be observed that no interest is calculated upon the amount of the allowances, although, in fact, it is equally due; and would, from July 1785 to the present time, augment the last article to 90,000 rupees (*i.e.*, interest on 60,000 rupees for four years and a quarter, being upwards of 30,000 rupees.)

In part payment of the above, the Nabob Vizier has granted a tunkwa for 1,00,000 rupees, which, when realised, will of course be brought to credit and set off against this demand.

(signed) *R. Frith.*

No. 20.

EXTRACT of a Letter from the Honourable the Governor General and Council, in their Secret Department of Inspection, to the Honourable the Court of Directors, dated 31 July 1785.

Para. 8. THE Governor General's agent has been directed to acquaint the Vizier that the salaries paid to Lieutenant Anderson, resident with Mahajee Sindia, to Captain Frith, to Mr. Gall, assistant to the Auditor General, and to Mr. Orr, assistant to Mr. Wombwell, cannot be authorised.

EXTRACT Bengal Political Consultations, dated 5 March 1798.

No. 1.

From *J. Lumsden*, Resident at Lucknow, to *G. H. Barlow*, Esq., Secretary to the Government, Fort William.

Sir,

By the direction of the Honourable the Governor General, I transmit to you the under-mentioned papers for record :

Draft of a letter from the Governor General, to the Resident at Lucknow, dated 5th February.

Letter from the Magistrate at Jounpore, to the Governor General, dated 19th February.

Letter from Major Robert Frith to the Governor General, dated 3d February.

Three enclosures in ditto.

Letter from Mr. Robert Grant to ditto, dated 8th February.

Eight English and one Persian enclosure in ditto.

Draft of the Governor General's answers to Major Frith and Mr. Grant.

The Persian enclosure in Mr. Grant's letter, appearing to be an original bond under the seal of the Nabob Vizier to Mr. Grant, it should, I presume, be returned to him. It will be found in No. 2 of the English enclosures.

Lucknow,
23 February 1798.

I have, &c.
(signed) *J. Lumsden*,
Resident.

No. 2.

To *John Lumsden*, Esq., Resident at Lucknow.

Sir,

In consideration of the strong claims which the family of the late Nabob Muiktar-ud-Dowlah have upon the Company, and the distresses under which they at present labour, I have consented, on the application of Ekbaul-ud-Dowlah, the present representative of the family, to allow him a pension of one thousand Lucknow Sicca Rupees per mensem for their use, and you are accordingly authorised to advance the sum monthly from the Lucknow Treasury on his receipt.

The pension is to commence from the 1st of the present month.

Lucknow,
5 February 1798.

I am, &c.
(signed) *J. Shore*.

No. 3.

To the Honourable Sir *John Shore*, Bart., Governor General, &c. &c.,
Lucknow.

Honourable Sir,

I HAVE now the honour to inform you of the safe arrival of the late Nabob Vizier, Ally Khan, this morning at Jounpore, and that he intends to halt one day longer, to-morrow, and to proceed on the day following, by easy stages, the remainder of the journey to Benares.

In compliance with your directions, I have shown him every attention, and shall be careful, by every means in my power, to contribute to his satisfaction and convenience during the time he may continue to remain here.

Zillah, Jounpore,
19th February 1798.

I have, &c.
(signed) *A. Willand*,
Magistrate.

No. 4.

To the Honourable Sir *John Shore*, Bart., Governor General in Council,
&c. &c.

Honourable Sir,

I TAKE the liberty of submitting to your consideration a short statement of my demand against his Excellency the late Nabob Vizier, and persuade myself it will be received with an indulgence proportioned to the urgency of the necessity that compels me to intrude it on your notice.

The unexampled hardships I have suffered, and am still labouring under, from the delay in the settlement of this account will, I am confident, have its due weight with you; for the present permit me briefly to state, that debts which I contracted to carry on his Excellency's service, while in the command of a corps of five battalions at Lucknow, are still due to a very considerable amount to the houses of Butch Raji and the late Kashmery Mull, beside about 60,000 rupees in Calcutta, and that these debts are running on at an interest of 12 per cent., which my prospects in the service give me little hope of ever being able to liquidate, unless I realise those claims. This accumulating burthen hangs heavy on my mind. However, when I reflect on the nature of the debts which were lately investigated and paid, and compare them with my own—the one an accumulation of interest upon interest, the other an honourable allowance granted to an officer in a command of high importance, and for money *bonâ fide* expended for the public service—I feel a perfect confidence that you will give my claim that degree of consideration it in equity merits, and that it will obtain its due place amongst the other demands on the Lucknow Government, and be early brought into a course of liquidation.

It may be proper here to observe that while I commanded the battalions in his late Excellency's service, I never received one rupee, either on account of the allowance he was pleased to grant me, or of the money I advanced the sepoy, or for the feeding or other expenses of the bullocks belonging to the train of artillery attached to the corps under my command, and that these items alone form the principal of the demand.

It is with some hesitation, Honourable Sir, I venture to mention the circumstance which has principally influenced me to solicit your interference in my behalf in the present business, but it is of a nature that will, I trust, plead best its own excuse.

A constitution shattered and impaired by a long service in this climate, and repeated attacks of ill health, as well as the advice of all my medical friends, have strongly impressed the necessity on my mind of availing myself of the indulgence of a visit to Europe as early as possible; but involved in embarrass-
ments

ments as I am at present, and without the means of defraying the indispensable expenses of the voyage, I have been obliged to procrastinate, and must ultimately relinquish the design, be the consequences what they may, unless I obtain an adjustment of my demands on the Lucknow Government. Thus situated I look confidently to your justice for a favourable consideration of my claims.

Camp near Lucknow,
3 February 1798.

I have, &c.
(signed) *R. Frith.*

P. S.—The accompanying extract of the proceedings of Government, upon a claim on the late Vizier in all respects very similar to mine, will I trust be considered as an admissible precedent for a liberal interference of your honourable Board on this occasion.

No. 5.

Dr. His Excellency the late Nabob Vizier in Account with Major *Robert Frith* and others. *Cr.*

1785.		Rs.	a.	p.	1789.		Rs.	a.	p.
31 July	To amount of his Excellency's bond to Major Frith and others, dated 31st July 1785 -	2,70,000				By a Junkha on the Nabob of Ferrukabad for lack of rupees, payable as follows:			
	Deduct Mr. R. Grant's share of this bond transferred to his account - Rs. 80,000					First kist in 1789-90 for -	30,000		
	Ditto, R. Bruce, esq., ditto - 22,000					Second ditto in 1790-91 for -	35,000		
	Ditto, Col. Palmer's, esq., ditto - 18,000					Third ditto in 1791-92 for -	35,000		
		1,20,000						1,00,000	- -
	To interest on 1,50,000 rupees, from the 1st August 1785 to the 31st January 1798, being 12 years and 6 months, at 12 per cent. per annum -		1,50,000	- -		By interest on the 1st kist, made up to the 31st July 1792, per Interest Account, No. 1 -	8,605	- -	
	To my monthly allowances in lieu of pay and all emoluments as commanding officer of a corps of five battalions of sepoys in his Excellency's service, from the 31st July 1785 to the 31st July 1786, when recalled to my duty in the Company's service, at 5,000 rupees per month -		2,25,000	- -		By ditto on 2d kist, per ditto No. 2 -	5,811	8 -	
						By ditto on 3d kist, per ditto No. 3 -	1,925	- -	
	To interest on ditto from the 1st August 1786 to the 31st January 1798, being 11 years and 6 months, at 12 per cent. per annum -		60,000	- -				16,341	8 -
						By interest on one lac of rupees received as above from the 1st of August 1792 to the 31st of January 1798, being five years and 6 months, at 12 per cent. per annum -		66,000	- -
							<i>L. Rs.</i>	1,82,341	8 -
						By balance due Major Robert Frith 31st January 1798 -		3,35,458	8 -
	TOTAL - Lucknow Sicca Rs.		5,17,800	- -		TOTAL - Lucknow Sicca Rs.		5,17,800	- -

1st *N.B.*—Major Frith's share of the bond for 2,70,000 rupees arose from an allowance of 5,000 rupees granted to him by the late Vizier, on the command of five battalions of sepoys being conferred on him in lieu of all emoluments; from money advanced to the battalions by Butch Raji and Kashmery Mull on his credit, and for feeding and other expenses of the gun bullocks of the artillery attached to the battalions. The account of the whole was made up to the 31st of July 1785, approved of, and the bond granted.

2d *N.B.*—A bond for 40,000 rupees, in part of the 60,000 rupees above charged, was offered Major Frith, but rejected because the full amount of his allowances was not included. An attested copy of this bond forthcoming, as the original bond for 2,70,000 rupees.

Lucknow, 31 January 1798.

(signed) *R. Frith.*

No. 6.

(Enclosure, No. 1.)

INTEREST on the First Year's Kist of the Nawab Vizier's Junkha on the Nawaub of Furruckabad, granted to Captain *Robert Frith*, calculated from the day the several Sums were received to the 31st July 1792.

		Rs.	a.	p.
1789.				
15 December -	Interest on 5,000 rupees received this day to the 31st July 1790, being 7 $\frac{1}{2}$ months, at 12 per cent. per annum - - - -	375	-	-
1790.				
15 January -	Interest on 3,000 rupees received this day to the 31st July 1790, being 6 $\frac{1}{2}$ months, at 12 per cent. per annum - - - -	195	-	-
15 February -	Interest on 7,000 rupees received this day to the 31st July, being 5 $\frac{1}{2}$ months, at 12 per cent. per annum - - - -	385	-	-
15 March -	Interest on 3,750 rupees received this day to the 31st July, being 4 $\frac{1}{2}$ months, at 12 per cent. per annum - - - -	168	12	-
15 April -	Interest on 3,750 rupees received this day to the 31st July, being 3 $\frac{1}{2}$ months, at 12 per cent. per annum - - - -	131	4	-
15 May -	Interest on 3,750 rupees received this day to the 31st July, being 2 $\frac{1}{2}$ months, at 12 per cent. per annum - - - -	93	12	-
15 June -	Interest on 3,750 rupees received this day to the 31st July, being 1 $\frac{1}{2}$ months, at 12 per cent. per annum - - - -	56	4	-
1792.				
31 July -	TOTAL Interest to the 31st July 1790 - - -	1,405	-	-
	Interest on 30,000 rupees, from 1st August 1790 to the 31st July 1792, being 2 years, at 12 per cent. per annum - - -	7,200	-	-
	TOTAL Interest on the first kist to the 31st July 1792 - - - } - Lucknow Sicca Rs.	8,605	-	-

The amount, as above, carried to the credit of his Excellency the Nawab Vizier.

(E. E.)

(signed) *R. Frith.*

(Enclosure, No. 2.)

INTEREST on the Second Year's Kist of the Nawaub Vizier's Junkha on the Nawaub of Ferrukhabad, granted to Captain *Robert Frith*, calculated from the day the several sums were received to the 31st July 1792.

		Rs.	a.	p.
1790.				
1 November -	Interest on 2,100 rupees received this day to the 31st July 1791, being 9 months, at 12 per cent. per annum - - - -	189	-	-
1 December -	Interest on 3,500 rupees received this day to the 31st July 1791, being 8 months, at 12 per cent. per annum - - - -	280	-	-
1791.				
1 January -	Interest on 4,000 rupees received this day to the 31st July, being 7 months, at 12 per cent. per annum - - - -	280	-	-
1 February -	Interest on 3,000 rupees received this day to the 31st July, being 6 months, at 12 per cent. per annum - - - -	180	-	-
1 March -	Interest on 4,900 rupees received this day to the 31st July, being 5 months, at 12 per cent. per annum - - - -	245	-	-
1 April -	Interest on 4,375 rupees received this day to the 31st July, being 4 months, at 12 per cent. per annum - - - -	175	-	-
1 May -	Interest on 4,375 rupees received this day to the 31st July, being 3 months, at 12 per cent. per annum - - - -	131	4	-
1 June -	Interest on 4,375 rupees received this day to the 31st July, being 2 months, at 12 per cent. per annum - - - -	87	8	-
1 July -	Interest on 4,375 rupees received this day to the 31st July, being 1 month, at 12 per cent. per annum - - - -	43	18	-
1792.				
1 August -	TOTAL Interest to the 31st July 1791 - Lucknow Sicca Rs.	1,611	8	-
	Interest on 35,000 rupees, from 1st August 1791 to the 31st July 1792, being 1 year, at 12 per cent. per annum - - -	4,200	-	-
	TOTAL Interest on the 2d kist to the 31st July 1792 - - - } only - Lucknow Sicca Rs.	5,811	8	-

The amount, as above, carried to the credit of his Excellency the Nawab Vizier.

(signed) *R. Frith.*

(Enclosure No. 3).

INTEREST on the Third Year's Kist of the Nawaub Vizier's Tuukha on the Nawab of Furrukhabad, granted to Captain *Robert Frith*, calculated from the day the several Sums were received to the 31st July 1792.

		Rs. a. p.
1791.		
1 October -	Interest on 3,500 rupees received this day to the 31st July, being 10 months, at 12 per cent. per annum - - - - -	350 - -
1 November -	Interest on 3,500 rupees received this day to the 31st July 1792, being 9 months, at 12 per cent. per annum - - - - -	315 - -
1 December -	Interest on 3,500 rupees received this day to the 31st July 1792, being 8 months, at 12 per cent. per annum - - - - -	280 - -
1792.		
1 January -	Interest on 3,500 rupees received this day to the 31st July, being 7 months, at 12 per cent. per annum - - - - -	245 - -
1 February -	Interest on 3,500 rupees received this day to the 31st July, being 6 months, at 12 per cent. per annum - - - - -	210 - -
1 March -	Interest on 3,500 rupees received this day to the 31st July, being 5 months, at 12 per cent. per annum - - - - -	175 - -
1 April -	Interest on 3,500 rupees received this day to the 31st July, being 4 months, at 12 per cent. per annum - - - - -	140 - -
1 May -	Interest on 3,500 rupees received this day to the 31st July, being 3 months, at 12 per cent. per annum - - - - -	105 - -
1 June -	Interest on 3,500 rupees received this day to the 31st July, being 2 months, at 12 per cent. per annum - - - - -	70 - -
1 July -	Interest on 3,500 rupees received this day to the 31st July, being 1 month, at 12 per cent. per annum - - - - -	35 - -
TOTAL Interest on the third year's kist to the 31st July 1792 - Lucknow Sicca Rs.		1,925 - -

The amount as above carried to the credit of his Excellency the Nawaub Vizier.

(signed) *R. Frith.*

No. 7.

EXTRACT of Bengal General Consultations, the 6th of April 1778.

COLONEL GODDARD having sent in the following application, it was circulated with the Minute from the Governor General, which follows it :

Gentlemen,

Understanding that I am ordered upon service with the detachment under Colonel Leslie, I beg leave, previous to my departure, to solicit your interference respecting my claim on the Vizier, and I flatter myself, when you shall be made acquainted with the nature of it, and the particular circumstances attending it, you will be pleased to recommend to his Excellency the immediate payment of the amount due.

Upon my arrival at Lucnow to take upon me the command of the Vizier's troops, I received an order, publicly transmitted me through the Resident, Mr. Bristow, to purchase 565 horses to the corps of cavalry, and proposing to allow me 600 rupees as the price of each horse. In consequence of which I sent Lieutenant Collins to Josnaghur, and instructed him to spare no expense in fulfilling the Vizier's directions.

I have thus, gentlemen, explained to you the nature of the Vizier's debt to me, which you will perceive was for disbursements made on account of the public service, and in obedience to his positive injunctions.

Upon the delivery of the horses, owing to the reduced state of the Nabob's treasury, I was constrained to accept of his bond for the amount of my demand, and as I considered this as a settlement of accounts with him, I am at present unprepared to lay before your Honourable Board an exact statement of the charge incurred, or the sums actually disbursed in this transaction. The Nabob's original bond, with his letter directing me to purchase the horses, I have left at Lucnow, and all the other papers relative to this business are in the pos-

session of Lieutenants Park and Collins, who had the management of it. I can, however, venture to assure the Board that, upon a general calculation, the profit made upon the purchase of each horse, including the price of feeding, &c., did not exceed 200 rupees, which is very little more than 33 per cent., and if, in contrast to this advantage, is opposed the risk of remittances and the hazard and danger to which I was subjected from the obstructions and delay Lieutenant Collins met with on his return to Ferrukhabad, when with difficulty he escaped being plundered by the numerous banditti infesting the road of everything he had with him, I am persuaded the Honourable Board will consider the profit above-mentioned exceedingly moderate and reasonable, and comply with the request I have urged in the former part of my letter respecting it.

I beg leave further to observe, that the money I advanced for this service was very considerable, that I experience much inconvenience from its remaining so long unsettled, and am paying high interest for the sums borrowed to accomplish this precarious undertaking; besides that the gentlemen who lent them are very urgent to receive some security for their repayment before I proceed upon the expedition.

2 April 1778.

I have, &c.
(signed) *Thos. Goddard.*

Governor General,

THE interposition of the Board for the recovery of the debts due from the Nabob to individuals is irregular and unprecedented; yet as those which have arisen on the account of a service which was in effect that of the Company, although in appearance the Nabob's, are in number and magnitude very considerable, and must in the end force the attention of this Government, I am willing, on the occasion of Lieutenant Colonel Goddard's application, as well as in consideration of his being detained from the service to which he has been appointed, by the personal embarrassments to which he is subjected by the unsettled state of his accounts, to recommend his claim to the consideration of the Board.

As this instance will probably fix the principles on which all the claims of a similar nature will be decided, the Board will probably judge it necessary to weigh attentively every circumstance under which those debts have been contracted, and rather incline to the preservation of the Nabob's property than the profits of his creditors, without regard to specific engagements, if these shall appear to have been disproportioned to the services for which they were intended as the recompenses, remembering that their assistance is optional, and that they have a just ground to dictate the conditions under which it shall be granted, or leave the solicitors to seek their own remedy in the Nabob's justice.

The candour with which Colonel Goddard has stated the nature of his demand, and the profits derived from his contract, entitles him to the indulgence of the Board; and this, with the reasons above-mentioned, induces me to recommend their interference for the recovery of such part of his demand as the Board, on mature consideration of the circumstances, shall judge to be duly established.

To enable the Board to determine this, I think Colonel Goddard should be required to deliver in to the Resident, upon honour, an account of the sum actually disbursed for the purchase of the horses, the charges of feeding and transporting them to Ferokhabad, the interest on the money advanced, the loss by exchange, and every other charge incidental to his contract. That a commission of — per cent. be allowed Colonel Goddard on the amount of the disbursements thus stated, in lieu of the engagement made with the Nabob, as a full compensation for his trouble; that his commission be added to the amount of the aforesaid disbursements, and bear an interest of 10 per cent. from the day of the date of the bond given Colonel Goddard by the Nabob, which is to be immediately cancelled; that Mr. Middleton be directed, on Colonel Goddard's compliance with these requisitions, to make application to the Nabob, in the name of the Board, for the payment of Colonel Goddard's demand, either by ready money or by an assignment on the unappropriated tuncaws.

(signed) *Warren Hastings.*

THE other members of the Board delivered their sentiments in the following minutes:—

Mr. BARWELL.—The proposition from the chair is founded on equity and just regard to its object; for if the influence of the Company is to be ultimately engaged for the discharge of debts, stated by our officers against the Vizier, the manner in which those arose and have accumulated ought to be submitted to the Board previous to any steps taken for their liquidation. I have no objection, under the Governor General's strictures, to direct the Resident at the Court of Oude to apply for payment of the colonel's demand as soon as it shall be approved and fixed by the standard proposed.

(signed) *Richard Barwell.*

Fort William, 3 April 1778.

Mr. FRANCIS.—By the original plan the horses of Captain Webber's and Captain Marsack's regiment were to have been raised by their respective captains; Lieutenant Colonel Goddard, who commanded the whole corps, and who was the proper check over the execution of every branch of the service, ought not to have been concerned in the purchase of the horses.

At all events there can be no just reason for adjusting his claims on this account before those of Major Webber, whose regiment was completed long before that of Captain Marsack's, and received long ago by Colonel Goddard, and reported fit for service.

I think that the two claims should be taken up in the specific terms of their respective engagements, and adjusted at the same time; the same rule, at least, should be applied equally and impartially to both cases.

(signed) *S. Francis.*

Mr. WHEELER.—I agree with Mr. Francis that the two claims should be taken up in the specific terms of their respective engagements, and adjusted at the same time, and that the same rule should be applied equally and impartially to both cases.

(signed) *Edward Wheeler.*

The propositions made on Lieutenant Colonel Goddard's letter by the Governor General being agreed to by the Board:

The secretary informs the Board that he has notified the purport of them accordingly to Colonel Goddard.

No. 8.

To the Honourable Sir *John Shore*, Bart., Governor General in Council,
&c. &c.

Honourable Sir,

LABOURING under the severe effects of your displeasure, it is with infinite pain and great diffidence I venture to come forward and intrude myself on your notice, but am compelled to it by obligations to my creditors and the duty I owe my family; nor would it be doing justice to the sense I entertain of your clemency and impartiality if I suffered myself to be withheld from laying my claims before you by any idea that my misfortunes would operate against them, or that they would not meet with that consideration which they in equity merit.

Relying confidently, honourable sir, on that impartial and discriminating justice which forms so prominent a feature in your government, I take the liberty of submitting to your consideration the accompanying papers containing the particulars of my demands against his Excellency the late Nabob Vizier, and I persuade myself that in such arrangement as you may deem necessary to countenance or recommend for the investigation and payment of his just debts, you will suffer them to obtain their due place.

O.103.

D 2

I will

No. 12.

Nuwab Asoph ul Doulah in Account Current with Robert Grant, Esq.

Dr.		Cr.	
	Rs. a. p.		Rs. a. p.
To amount of your bond to me dated 3d August '85 or 26th Ramzan, 1199 Hijree	1,03,828 1 9	By amount received by bills of exchange on Cashmeeree Mull from Hyder Beg Khan/ the 1st Regeb 1201 Hijree or Say, 31st March '87	1,00,000 - -
To amount of interest on the above sum from the 3d of August '85 to 31st March 1797 is 11 years, 7 months, 28 days, at 12 per cent. per annum, is	1,45,290 2 2	By amount interest on the above sum from 31st March '87 to 31st March 1797 is 10 years, at 12 per cent. per annum	1,20,000 - -
			2,20,000 - -
		Balance due to me this day	29,118 3 -
Lucnow Sicca Rupees	2,49,118 3 11	Lucnow Sicca Rupees	2,49,118 - -

Futty Ghurr, }
31 March 1797.

(E. E.)

(signed) R. Grant.

No. 13.

Nabob Vizier in Interest Account with R. Grant, Esq. for his share of a Bond to Captain Robt. Frith, Esq.

Dr.		Cr.	
	Rs. a. p.		Rs. a. p.
To amount principal of Mr. Grant's share	80,000 - -	By received from Nabob Muzaffa Jung, at sundries:	
To interest on the above sum from this date to 8th Knuar 1201 Fussullee, is 7 years and 8 months 8 days, at 1 per cent. per month	73,813 5 6	1792: February - or 24th Maug 1199 Fussullee - 34,000 - -	
		Sept. 3 - or 3d Knuar 1200 Fussullee - 21,000 - -	
		1793: May 5 - or 9th Bysacks 1200 Fussullee - 14,327 - -	
		Sept. 27 - or 8th Knuar 1201 Fussullee - 10,673 - -	
			80,000 - -
		To interest on 34,000 from 24th Maug 1199 to 8th Knuar 1201, is 19 months, 14 days, at 1 rupee per cent. per month	6,618 10 9
		On 21,000 from 3d Knuar 1200 to 8th Knuar 1201 is 12 months at 1 rupee per cent. per month	2,562 - -
		On 14,327 from 9th Bysack 1200 to 8th Knuar 1201 is 5 months at 1 rupee per cent. per month	716 5 3
			9,897 - -
		Balance due to me	89,897 - -
Lucnow Sicca Rupees	1,53,813 5 6	Lucnow Sicca Rupees	63,916 5 6
			1,53,813 5 6

Futty Ghurr, }
30 September 1793.

(E. E.)

(signed) R. Grant.

No. 14.

Nabob Asoph ul Dowlah in Account with Robert Grant, Esq.

Dr.		Cr.	
	Rs. a. p.		Rs. a. p.
To amount of my salary as assistant to Major William Palmer, as settled by the late Governor General, from 1st September '84 to 31 May 1785 is 9 months at 20,000 sicca rupees per month, per accompanying bill	18,000 - -	By balance due to me this day	43,560 - -
To interest on the above sum from 1st June '85 to the 31st March '97, 11 years and 10 months, at 12 per cent. per annum	25,560 - -		
Lucnow Sicca Rupees	43,560 - -	Lucnow Sicca Rupees	43,560 - -

Futty Ghurr, }
31 March 1797.

(E. E.)

(signed) R. Grant.

No. 15.

STATEMENT of Mr. *R. Grant's* Claim on his Excellency the *Nuwab Asoph ul Dowlah*.

	<i>R.</i>	<i>a.</i>	<i>p.</i>
To balance of our accounts current settled at different periods and closed to 31st March 1797, as per accompanying copies, Nos. 1, 2, 3, and 4 - -	29,118	3	-
To - ditto - of an account of the principal and interest on my share of a bond given by the Vizier to Captain Robt. Frith, as per No. 5 accompanying -	63,916	5	6
To - ditto - of a ditto - ditto - of my salary when Assistant to the Resident, Major Wm. Palmer, closed to 31st March 1797, as per No. 6 accompanying	43,560	-	-
TOTAL - - <i>Lucnow Sicca Rupees</i>	1,36,594	8	6

(E. E.)

Fatty Ghurr, }
31 March 1797. }(signed) *R. Grant.*

Pay the above amount to Captain Rt. Frith, or his order, for value received.

(signed) *R. Grant.*

To his Excellency the Vizier.

To my allowance as Assistant to Major William Palmer, as settled by the late Governor General, from the 1st September 1784 to 31st May 1785, at 2,000 sicca rupees per month, which amounts to nine months, 18,000 rupees.

Lucnow, }
1 August 1785. }(signed) *R. Grant.*

No. 16.

To Major *Robert Frith*.

Sir,

I HAVE the honour of your letter of the 3d instant.

Whatever inclination I feel to assist the recovery of your claims upon the late Nabob Vizier, my interference is precluded by the necessity of an adherence to the rules established for the conduct of the Bengal Government and sanctioned by the orders of the Court of Directors, from which in no instance have I deemed myself authorised to deviate.

I am, &c.

(signed)

Mr. Robert Grant.

Sir,

I HAVE received your letter of the 8th instant.

I am sorry to inform you in reply, that I am precluded by the rules established for the Bengal Government, and sanctioned by the Court of Directors, from any interference to assist the recovery of your claims upon the late Nabob Vizier.

I am, &c.

(signed)

Ordered, THAT the Persian Bond in No. 2, of the English enclosures, be returned to the Resident at Lucknow, with directions to forward it to Mr. Grant.

POLITICAL DEPARTMENT.

The Secretary of State for India to the Governor General of India in Council,
dated 26 May (No. 44) 1860.

1. WITH reference to the Despatch of the Court of Directors in this department, dated the 17th June (No. 22) 1857, forwarding to your Lordship's Government copies of letters and memorials from persons residing in this country, relative to certain alleged claims upon the late native Government of Oude, I now transmit copies of further letters from Mr. T. R. Clark, one of the claimants named in the list forwarded to your Government, but whose case has not yet been reported upon ; and I desire that this case, together with any *bonâ fide* claims which may come before you, may be investigated and reported upon with as little delay as possible.

2. In your letters of the 17th May and 8th September 1859, you have reported upon the several claims of the Frith, the Darrell, and the Edwardes' families ; but you have not stated the agency which you employed to give effect to the instructions conveyed to you in the Court of Directors' Despatch of the 17th June. The orders of the Court were, that all *bonâ fide* claims against the late native Government of Oude should "be investigated and reported upon, either by the Financial Commissioner of Oude, or by some officer especially appointed for the purpose (acting under the orders of the Chief Commissioner, with such establishment as you may think fit to authorise)." But it does not appear whether the decision conveyed to me in your letters above noticed was based upon a report received from any special Commissioner nominated in accordance with these instructions, and I desire that, with reference to the cases yet to be reported on, this course may be adopted.

I have, &c.
(signed) Charles Wood.

EAST INDIA (CAPTAIN FRITH, &c.)

COPIES of LETTER from Captain *Robert Frith* to Lord *Cornwallis*, dated 19 October 1790, with the Minute of the Council at *Calcutta* thereon, and of the several Exhibits annexed thereto; of LETTER from Mr. *James Lumsden*, Resident at *Lucknow*, to Mr. *G. H. Barlow*, Secretary to the Government, *Fort William*, dated 23 February 1798, together with the several Exhibits annexed thereto; also, of LETTER or Despatch from the Secretary of State for *India* to the Governor General of *India*, dated 26 May 1860, on the subject of the several Claims on the late State of *Oude*; &c.

(*Mr. Ayrton.*)

Ordered, by The House of Commons, to be Printed,
22 March 1861.

0.103.

Under 4 oz.

EAST INDIA (CAPTAIN FRITH).

RETURN to an Address of the Honourable The House of Commons,
dated 28 March 1862 ;—*for*,

“ COPY of all CORRESPONDENCE between Mr. *W. H. L. Frith* and the
Secretary of State for *India*, on the Subject of the CLAIM of Captain
Robert Frith, on the late Government of *Oude* (in continuation of the
Return presented in conformance with the Address of the House of
Commons, dated the 26th day of June 1860). ”

India Office, }
8 April 1862. }

J. W. KAYE,
Secretary, Political Department.

(*Mr. Torrens.*)

Ordered, by The House of Commons, to be Printed.

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COPY of all CORRESPONDENCE between Mr. *W. H. L. Frith* and the Secretary of State for *India*, on the Subject of the CLAIM of Captain *Robert Frith* on the late Government of *Oude* (in continuation of the Return presented in conformance with the Address of the House of Commons, dated the 26th day of June 1860.)

From Mr. *Frith* to the Under Secretary of State for *India*, dated
21 July 1860.

Sir,

I HAVE to acknowledge the receipt of your letter of yesterday's date, on the part of Sir Charles Wood, in reply to mine of the 26th ultimo, intimating to me "that no further information could be afforded me."

I trust Sir Charles Wood will be good enough to reconsider the resolution he has come to, and accede to my request, as I have hitherto never been refused any information or instructions which have been given to the Government of India on the subject; and, really, unless I am informed of the instructions which have been now given to it, my position will not be in the least improved; whereas, on the contrary, if I am made acquainted with the nature of the reference to the Government of India, I shall have no reason to be dissatisfied.

I do earnestly hope, therefore, that Sir Charles Wood will now recall his decision, and kindly give me the information asked for, which request, I think, cannot be deemed at all unreasonable.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to Mr. *Frith*, dated India Office,
10 August 1860.

Sir,

I AM directed by the Secretary of State for India in Council to acknowledge the receipt of your letter of the 21st ultimo, and in reply to inform you that Sir Charles Wood can give you no other answer than that communicated to you on the 20th ultimo.

I am, &c.
(signed) *T. G. Baring.*

From Mr. *Frith* to the Under Secretary of State for India, dated
20 November 1860.

Sir,

REFERRING to Mr. J. Cosmo Melvill's letter of the 22d of June last, informing me that a "further reference on the subject of the claims advanced against the late Native Government of Oudh had been made to the Government of India," and also referring to Mr. T. G. Baring's letters to me of the 20th of July and 10th of August last, I have to request you will be good enough to inform me whether any reply has been received by the Secretary of State for India to the "further reference" alluded to in the letter of the 20th June last from the Government of India, and if so, whether the Secretary of State for India will be good enough to inform me of the nature of the reply which the Government of India has made to him on the subject.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to Mr. *Frith*, dated India Office,
7 December 1860.

Sir,

I AM directed by Sir Charles Wood to inform you, in reply to your letter of the 20th ultimo, that no communication has been received from the Government of India on the subject of your and other alleged claims upon the Native Government of Oude, since the date of your last inquiries.

(signed) *T. G. Baring.*

From Mr. *Frith* to the Under Secretary of State for India,
dated 22 March 1861.

Sir,

As I have not been favoured with any reply to my letter of the 22d of December last to the Secretary of State, in which I requested to be informed whether any reply had been received by him from the Government of India on the subject of the "further reference" which had been made by him to it, as intimated by him to me in his letter of the 22d of June last, I hope I shall be excused in now requesting to be informed if any reply has been received by him to the "further reference" which was then made by him to the Government of India, and if so, whether the Secretary of State will be good enough to acquaint me with the nature of it.

I cannot deny myself this opportunity of referring to the speech made by the Secretary of State in the House of Commons on the 8th of last month, on the subject of the pecuniary arrangement which had been entered into by him with the Mysore princes, and expressing the gratification I feel on seeing that he has given expression to the same opinion as his two predecessors, and hope that he will apply those principles to my case. as promised by them to Parliament should be done, notwithstanding the difficulties and objections which have been raised by the Government of India.

The principle upon which the arrangement made with the Mysore princes is based applies with ten times greater force to my case, the case of the Mysore princes being an arrangement made with the descendants of a prince whose territory had been conquered in open war, whereas mine is that of a creditor on a State which has been annexed by the power of the late East India Company.

I confidently trust that Her Majesty's Secretary of State will not hesitate to apply the same principle to my case as he has done in that of the Mysore princes, viz., to quote his own words, "that so far as the legal claim of the parties under the treaty goes, no doubt they have no claim at all; but that does not seem to me in the least to impair the equitable and moral claim of those parties, who are the descendants of those whom we dispossessed of their territories," &c.

And again, on the same occasion, Her Majesty's Secretary of State says, "I cannot find a word short of expressing the legal claim of the parties to designate the moral obligation of the British Government to provide in a fair and liberal manner for those persons."

I think I may with perfect right ask that the same principle be applied to my case, and I cannot help repeating that my case must be considered far stronger than that of persons whose claims are founded on territory acquired by conquest; whereas mine is that of a person on a State which has been annexed by the stronger power, and where no contest between the original debtor or his successors and the power that deprived the latter of his possessions existed.

I have, &c.

(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to Mr. *Frith*,
dated 17 April 1861.

Sir,

I AM directed by Sir Charles Wood to inform you, in reply to your letter of the 22d of March, received at this office on the 8th of April, that no further information has been received from India on the subject to which it refers.

I am, &c.
(signed) *De Grey and Ripon.*

From Mr. *Frith* to the Under Secretary of State for India,
dated 20 April 1861.

Sir,

HAVING now obtained, by an Order of the House of Commons, a copy of the Despatch from the Secretary of State to the Governor General of India in Council, dated the 26th of May 1860, in which the Government of India is desired to investigate and report upon all cases against the late State of Oude, which have not yet been reported on, as directed by the late Court of Directors in their letter to the Government of India of the 17th of June 1857 (No. 22) should be done; and as the only "reference" relative to my case made in the letter to the Government of India is to know "whether the decision conveyed to Her Majesty's Secretary of State, in the letter from the Government of India, dated 17th May 1859, is based upon a report received from any special Commissioner nominated in accordance with the Court's instructions;" and as it is quite impossible the Government of India can say that the report it has sent home on my case is based on a report received by it from any special Commissioner nominated in accordance with the late Court's instructions, for the words of the letter from the Government of India are, "We now reply to the Court's Despatch of 17th of June 1857," and the letter containing that report is signed by Lord Canning and the Members of his Council, and does not moreover in any way allude to any report having been received by the Government of India from any special Commissioner.

Even if such an investigation, in accordance with the late Court's instructions, were now to take place, it is quite impossible that it could differ in any way from or strengthen the report, which the Government of India has itself sent home.

Seeing, then, that on the 15th ultimo, on the debate on the "Princes of Tanjore" case, in the House of Commons, Her Majesty's Secretary of State "entirely agreed with the observations of the honourable and learned Member for the Tower Hamlets, that the authorities of India, although they might be exempted from the jurisdiction of the ordinary courts of law, were under an imperative duty to treat all persons according to the rules of equity and justice," I therefore now confidently appeal to Her Majesty's Secretary of State to treat my case in the same spirit, and to apply to it "the same rules of equity and justice;" and to carry out the pledge, as given to Parliament by his two predecessors, should be done.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to Mr. *Frith*,
dated 9 May 1861.

Sir,

I AM directed by the Secretary of State for India in Council to acknowledge the receipt of your letter of the 20th ultimo.

I am, &c.
(signed) *Herman Merivale.*

Mr. *Frith* to the Under Secretary of State for India, dated 12 June 1861.

Sir,

IN my letter to the Secretary of State for India, of the 22d of March last, I requested that he would apply the same principle to my case as he has done in that of the "Mysore Princes;" but in the letter which I received in reply to it, from the Secretary of State, dated 17th April last, no answer is given to me on this point.

On the 20th of April last, I again addressed a letter to the Secretary of State, in which, after pointing out that the "only reference" made to my case in his letter to the Government of India, of 26th May 1860, was a request to know whether the report of the Government of India, dated 17th June 1859, "was based on any report received by it from any special Commissioner, nominated in accordance with the late Court of Directors' instructions," and showing clearly that it could not be; and after referring to what he had said in the House of Commons, on the 15th of March last, in the debate on the case of the "Tanjore Princes," I appealed to Her Majesty's Secretary of State to apply the same "rules of equity and justice" to my case.

On the 9th ultimo I received a letter from the Secretary of State, in which he merely "acknowledged the receipt of my letter of the 20th April preceding," and he did not take any notice of the appeal I then made to him.

I now therefore beg to remind Her Majesty's Secretary of State of the pledge given by Mr. Vernon Smith, then President of the Board of Control, to the House of Commons, on the 12th day of May 1857, "that all the public and *bonâ fide* debts of the King of Oude would be referred to the Government of India; and though he was not prepared to say that any particular sum would be allotted for "the purpose of defraying them, yet any debt which was shown to be public and *bonâ fide* would no doubt be paid out of the ordinary revenues of the country."

And also to what Lord Stanley stated in the House of Commons, on the 5th of July 1858, viz., "He was quite ready to admit that which he thought would be sufficient for present purposes, namely, that there were various claims, some of which were undoubtedly valid, against the former Government of Oude, and that the transfer of the revenues of Oude to Great Britain did carry with it a liability for such debts of the former Government as were fairly and justly contracted."

On the 17th of June 1857, the Court of Directors, in their letter to the Government of India, ordered that all *bonâ fide* claims against the late native Government of Oude should "be investigated and reported upon either by the Financial Commissioners of Oude or by some officer especially appointed for the purpose (acting under the orders of the chief Commissioner), with such establishment as it might think fit to authorise."

In the letter from the Government of India, dated 17th May 1859, it was reported upon my claim, but it has not "stated the agency which it employed to give effect to the instructions conveyed to it in the Court of Directors' Despatch of 17th June 1857."

I have before referred to the only reference in my case which has been made to the Government of India by the Secretary of State, in his letter of the 26th of May 1860; and as Her Majesty's Secretary of State must be aware that the Government of India could not now send home any report, varying in the least from the one it has already sent home, even if the late Court of Directors' instructions were now to be carried out by it.

I now therefore beg to ask, as Her Majesty's Secretary of State is of opinion "that the authorities of India are under an imperative duty to treat all persons according to the rules of equity and justice," and as my case is one to which those rules should be applied, what course he intends to adopt in order to adjust my claim, and whether he intends to treat my case according to the "rules of equity and justice," and if not, that he will be good enough to state his reasons for considering that my case should not be so dealt with.

I beg particularly to request a clear and explicit reply to this appeal, as, in the event of Her Majesty's Secretary of State declining to treat my case as his two predecessors have pledged to Parliament should be done, and as he has laid down in the cases of the "Mysore Princes" and "Tanjore Princes" should be followed,

followed, I shall then follow the course which I am advised to take in order to obtain my rights, but which I have hitherto refrained from doing, having relied that justice would be done to me, in accordance with the pledges publicly given to Parliament.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to Mr. *Frith*, dated
India Office, 2 July 1861.

Sir,

I AM directed by the Secretary of State for India in Council to acknowledge the receipt of your letter of the 12th ultimo.

I am, &c.
(signed) *Herman Merivale.*

Mr. *Frith* to the Under Secretary of State for India, dated 29 July 1861.

Sir,

I HAVE to request you will be good enough to lay before Her Majesty's Secretary of State for India this letter, containing several extracts of Despatches and correspondence between the late East India Company, the Board of Control, and the Government of Bengal, &c., taken from the State papers published at different times by order of the House of Commons, and which I beg to transmit for the consideration of Her Majesty's Secretary of State as confirmatory of everything I have advanced in regard to my case, and in further refutation of the arguments advanced by the Government of India in its letter to Lord Stanley of 17th May 1859, for recommending its non-recognition by Her Majesty's Government.

1st. Extract of public letter to Bengal, dated 31st July 1787:—

“Para. We have already approved your resolution not to interfere between the Nabob and his private creditors.

“174. We have already, as before observed, signified our approbation of your resolution not to interfere between the Vizier and his private creditors, and for the reasons you have stated we approve of your having declined calling for a list of the private debts of the Nabob to British subjects, lest the same be construed into an implied intention of giving assistance to recover them.”

From the above extract, it will be seen why the list of the private creditors, as the present claimants were then termed, was not included in the list furnished by Mr. Cherry to the Governor General on the 14th of April 1795, and yet the Government of India endeavour to make it appear in its letter of 17th May 1859, that that list comprised a true and correct statement of all the debts of the Vizier, whereas it was only a list of the public debts due by the Vizier.

2d. Extract of a letter from Governor General in Council of Bengal to the Secret Committee of the Court of Directors, dated 16th August 1787:—

“24. The account No. 4. accompanying this letter, specifying the outstanding claims which the Government had upon the Vizier, you will observe that it consists of articles which have been invariably objected to by his Excellency for some time past, or of the private demands of individuals which ought not, in our opinion, to have admitted into the account between the Vizier and the Company.

“25. We know not with what propriety we should have insisted upon the liquidation of these claims. To have attempted it would have defeated the principal object we had in view throughout the whole negotiation, that of inspiring the Vizier with confidence in the justice of the Government, and with an idea that we did not wish to consider our sole advantage to the exclusion of his interest and convenience. Induced by these considerations, the Governor General consented to a renunciation of the accumulated claims, with a reservation of the following articles: 1st, the arrears actually due to the troops in the Vizier's provinces, up to the period at which the new agreement was to take

place; 2d, the arrears of salary to Mr. James Anderson, agreeably to the resolution of the 24th February; 3d, the arrears of pensions to the Nabob Jaadub Ali Khan, of the Rohilla stipends and the Residency of Oude; 4th, the sums advanced to the Resident at Benares to the Shahzada."

3d. The following is a copy of a minute appended to the memorial which my grandfather, Captain Robert Frith, the original claimant, submitted to Lord Cornwallis when Governor General of India:—

"Ordered, that the enclosures in the above letter be entered in the Appendix."

"Ordered, that a letter be written to Captain Frith, by the Secretary, to acquaint him that although the Board have a most favourable opinion of his character, it is entirely out of their power to comply with his request."

"Captain Frith's claim being for arrears of pay in the Vizier's service into which he had voluntarily entered, it can only be considered in the light of a private debt; the Company neither have nor ever could have had any concern, or be justly supposed to be implicated in any responsibility, and respecting the liquidation of which it would be highly indecent and unjustifiable in this Government to interfere."

Captain Frith is at liberty to prefer his claim directly to the Vizier, upon whose pleasure alone the payment of it must depend.

(signed) *Cornwallis.*
Peter Speke.

19 October 1790.

4th. The following are extracts from a report of the committee of correspondence of the East India Company, dated 31st May 1822, ordered by the House of Commons to be printed on the 3d June 1834 (*see papers on Benares Bankers' case*, page 6, and following pages):—

"The Vizier became sensible of the urgent necessity of retrieving his affairs, and requested the British Government in 1795 to allow their Resident, Mr. Cherry, to assist him in ascertaining the just debts, with the view of the liquidation of them. Sir John Shore consented to the Resident's affording the required assistance, and promised the communication of his own opinion upon the result whenever called upon, but he positively restricted Mr. Cherry's interference in the adjustment of the claims to transmitting applications and forwarding answers."

"In the performance, however, of this duty, Mr. Cherry had an opportunity of informing himself of the Nabob's debts, which appear from a statement he received from the Vizier's minister, and transmitted to the Governor General in November 1795, to have amounted to 1,02,40,120 rupees, besides 75 lacs for salaries to officers."

The list was made out by Rajah Tirkait Roy, who forwarded it to Mr. Cherry, and it was signed and sent in by him to the Governor General on the 14th April 1796. My grandfather's name, and the names of the present claimants against the late State of Oude, are not mentioned in it, as they were considered to be claims of a private character by the Governor General, (*see Lord Cornwallis' Minute to Captain Frith*, which I have before quoted), but they are the officers who ought to have been paid, and now claim to be paid out of the "75 lacs for salaries to officers."

The report goes on to say, that "Mr. Cherry was succeeded in the Residency at Lucknow by Mr. Lumsden, from whose correspondence it is clear that the design of liquidating the debts originated with the Vizier himself, that the creditors negotiated directly with him, and that the Resident scrupulously abstained from all attempts to influence his decisions."

"In his letter to Sir John Shore, dated 31st August 1796, Mr. Lumsden thus expressed himself: "The Nabob on several occasions, and in particular in a conversation I had with him two days ago, introduced of his own accord the subject of his debts, and expressed his final determination to adopt some speedy arrangement for their liquidation, assigning as the cause of his not having done so already the urgency of the business of the settlement in which he had been engaged with the aumils (collectors of districts) for the revenue of the ensuing year. To this communication I replied, "that this resolution to pay all his fair debts was highly becoming his character, and which his creditors expected from his regard to justice, and that a knowledge of this his intention would doubtless inspire them all with the most perfect confidence.

This

This is the language I have always held when the subject was mentioned to me. I have carefully avoided giving any opinion respecting the justice or injustice of any of the claims, and have never spoken of them at all except when his Excellency himself, by leading to the subject, rendered it necessary for me to do it."

Asoph-al-Dowlah, by whom the debts on which the present claim is founded were contracted, died in 1797, and the claims of the creditors were materially affected by this event. The immediate successor of Asoph-al-Dowlah was Vizier Ally, a suppositious child, as was afterwards discovered, a discovery which led in 1798, to his dethronement, and to the elevation of Sandut-Ali, a brother of Asoph-al-Dowlah to the musnud, under British influence. As a preliminary to placing Sandut-Ali on the musnud, he was invited, before leaving Benares, where he then resided, to come, under certain engagements, to the Company's Government, by the 17th article of which Sandut Ali "agreed that the just debts of the late Nabob Vizier should be discharged, and that an arrangement for this purpose should take place within 12 months after the arrangements, that the whole should be liquidated within three years after that date."

The claim of the shroffs of Benares.

The records do not throw any light upon the precise motives which led to the insertion of the foregoing article in the preliminary engagement. It was, however, omitted in the definitive treaty, signed at Lucknow on the 21st February 1798, and Sir John Shore assigned the following reasons for the omission in a Minute which he recorded on the 5th March following. "The obligation contracted by the Nabob for the just debts of his predecessor is altogether omitted, not only as contrary to that principle of non-interference in the claims of individuals, which this Government has invariably adopted, but from the consideration that the stipulation would involve us in the necessity of inquiring into the justice of all claims, and constitute the Company, in some measure, a guarantee for the procuring the liquidation of them, which would be attended with very serious embarrassment."

"On this subject I informed the Nabob that, although the article was withdrawn, it was left to his equity to satisfy such claims as he might deem fair and just. In this class he would, upon inquiry, find the demands of the shroffs upon the Vizier; and, if so, that it would be his interest not to overlook them."

"Your Committee submit to the Court their opinion that the insertion of the article in the preliminary engagement, and its subsequent omission in the definitive treaty, does not only furnish no argument in favour of our right to compel the Nabob to pay the debts of his predecessor, but distinctly establish, on the contrary, that any attempt at compulsion, under such circumstances, on the part of the Company's Government, would involve a positive breach of faith."

"Your Committee submit, also, on reviewing the course of the Court's proceedings, that they have never deviated from the principle of non-interference between the Nabob and his creditors, established in 1787; and that they have throughout observed a consistent line of conduct."

"In 1790 Captain Edwards presented a memorial to the Bengal Government to assist him in recovering upon a bond which had been granted to him by the Vizier, for some arrears of pay due to the memorialist for services performed to the Nabob. Captain Edwards was indulged on that occasion with leave to proceed to Lucknow to solicit payment of his demand in person, but he was explicitly informed 'that it must be left to the Vizier's own pleasure, and that the Government would highly disapprove of any sort of countenance being given to his application by their Resident at the Vizier's Court.'"

"Captain Edwards having failed in his object at Lucknow, presented a memorial to the Court of Directors, who acknowledged the propriety of the reasons given by the Government for declining further interference in the matter."

"A claim somewhat similar to that of Sir Harry Darill, and for a still larger sum of money, was brought to the notice of the Bengal Government, in 1817, by Captain W. H. L. Frith, of the Company's Artillery; founded upon service rendered by his father, Lieutenant-Colonel Frith, to the Nabob Vizier, and a bond, granted by his Excellency in 1785, amounting, with interest, to 11,87,450 rupees. Captain Frith was permitted by the local Government to address the Vizier by arzee (petition), through the Resident on the subject of his

his claim, but was informed, at the same time, of the restrictions which the Court's orders had imposed upon the Resident in all such cases. Captain Frith having failed in his application to the Vizier, represented his claim in a memorial to the Court, and, in answer to this representation, he was informed 'that there was nothing in his case, as represented by himself, to induce the Court to depart from the principle which they had laid down for the guidance of their governments abroad, on occasions when applications of a similar nature had been brought before them.' "

5th. Extract of a letter from Mr. Cherry, the Resident at Lucknow, to the Governor-General, dated 4th November 1795.

" 7. I am informed by Rajah Tickait Roy, that notwithstanding the declared appropriation of the amount of these debts to the expenses of the sircar, &c., there are arrears due to the various departments of the Government, the Tankardar pensioners, the troops, the prince, and other regular demands of near 75 lacs more. Tickait Roy has promised to deliver me this account in a day or two, and has engaged to his Excellency that the Jumna Kutch accounts of his own administration shall be ready for his Excellency's and my inspection by his return to Lucknow."

The foregoing extracts form a complete refutation of the arguments advanced by the Government of India, in its letter of 17th May 1859 to Lord Stanley, in which an attempt is made to show that all the claims of the parties who were creditors in the state, whether public or private, were included in the list which Mr. Cherry forwarded to the Governor General on the 14th April 1796, and that all the debts due by Asoph-al-Dowlah had been paid. If such had been the case, why was it deemed necessary to insert the 17th Article, which I have above quoted, in the preliminary Treaty, which was submitted to Sandut Ali in 1798, for his acceptance? The above extracts also show that the further sum of 75 lacs of rupees was acknowledged by Tickait Roy, the prime minister, to be still due and owing to the troops in the king's service.

6th. Extract from Political Letter from Bengal to the Court of Directors, dated 9th January 1796.

Para. 59. " We before advised you of our having, at the request of the Vizier, authorised the Resident to assist him in ascertaining his true and just debts, with a view to their being put in a train of payment.

" You will observe among the papers now transmitted an account of public debts to the end of Zelhij-h 1209, corresponding with the 10th July 1795, delivered to the Resident by Rajah Tickait Roy and amounting to 1,02,40,120 rupees. This account is stated to be exclusive of arrears due to the various departments of the Government, the Tankardar pensioners, the troops, the prince, and other regular demands, computed to be 75 lacs more."

This letter, it will be seen, forwards to the Court of Directors, the contents of the Resident's letter to the Governor General, before quoted, of the 4th November 1795, and corroborates the statement made by the Resident, that the sums of 1,02,40,120 rupees was due on account of what was termed the public debts of the State of Oude, and that it was exclusive of the further sum of 75 lacs, which was due for arrears to the various other departments of the Government, the Tankardar pensioners, the troops, &c. &c.

7th. Extract of a letter from the Nabob Vizier of Oude to the Governor General, received the 13th May 1796.

"From the beginning of next year, after an equitable investigation of whatever debts are just, a mode shall, under the guidance of your advice, be adopted for the liquidation of those due to Europeans and bankers (which it concerns my reputation to effect) in the course of time, by yearly instalments for that purpose." From the above extract of a letter from the Nabob of Oude, dated 13th May 1796, it will be seen that he speaks of the debts due by him "to Europeans and bankers;" and in the 30th paragraph of the letter from the Government of India, dated 17th May 1859, to Lord Stanley, it is endeavoured to make it appear that the settlement which took place on the letter with list of creditors from Mr. Cherry to the Governor General, dated 4th November 1795,

1795, included all the claims, whereas it is evident from the letter above quoted from the Vizier to the Governor General, that there were large sums still due by him "to Europeans and bankers;" and the same paragraph of the letter from the Government of India states that Mr. Lumsden succeeded Mr. Cherry, and that the following is his, Mr. Lumsden's, account of the arrangement. "The whole of the principal debt has been paid to the European creditors, Mr. Bruce excepted," &c. &c. It is quite true that Mr. Lumsden states that the European creditors were paid, but he was alluding to the European creditors mentioned in the list forwarded by Mr. Cherry to the Governor General on 14th April 1796. No other European creditors were paid besides those mentioned in Mr. Cherry's list, of whom there were several, and who were public creditors, being officers in the service of the king. The reason why Colonel Frith's name does not appear in the list made out by Tickait Roy, and forwarded by Mr. Cherry to the Governor General, is, because, as I have before shown, he was considered by the Governor General to be a private creditor of the Nabob's. I am aware that the Nabob, in 1796, endeavoured to compound with his remaining creditors, as I have the proof in my possession that Mr. Lumsden offered my grandfather a sum of money as a compromise, which he refused.

8th. The following is copy of a letter from Sir John Shore, Governor General of India, to my grandfather, then Major Robert Frith, in reply to his letter of the 3d February 1798:—

"To Major *Robert Frith*."

"Sir,

"I have the honour of your letter of the 3d instant.

"Whatever inclination I feel to assist the recovery of your claims upon the late Nabob Vizier, my interference is precluded by the necessity of an adherence to the rules established for the conduct of the Bengal Government, and sanctioned by the orders of the Court of Directors, from which, in no instance, have I deemed myself authorised to deviate.

"I am, &c.
(signed) "*John Shore*."

9th. Extracts of a letter from the Court of Directors to the Governor General, in reply to his letter to them, dated 21st February 1798.

"When, in the beginning of the year 1798, Sir John Shore had determined to place Saudut Ali Khan on the musnud of Oude as the legitimate successor of Asoph-ul-Dowlah, he concluded with him a preliminary engagement (the Treaty of Benares), which contained an article obliging him 'to liquidate the just debts of his late brother in the course of three years.'

"This article was, however, omitted in the definitive Treaty, for which omission the reason assigned is, that 'the stipulation would involve us in the necessity of inquiring into the justice of the claims, and constitute the Company, in some measure, a guarantee for procuring the liquidation of them, which would be attended with very serious embarrassment.'

12. "We cannot admit the validity of this reasoning, which, if valid, ought most assuredly to have deterred the Governor General from agitating the question at all."

"In the particular case* so many steps had already been taken as to make it very questionable whether it was still open to the British Government to recede, on the ground of the general objections which Sir John Shore urges." * The case of the shroffs of Benares.

13. "It is not probable that the fact of such an article having been introduced in a preliminary form was unknown to the native creditors, and the knowledge of it must have tended to raise their hopes; but as if they were not aware of the fact, it is indisputable that their expectations had been previously excited by the authorised notorious and laborious investigation which had been concluded by Mr. Cherry, the British Resident, in pursuance of the order, and under the express supervision of the Governor General, with a view to the eventual liquidation of the debts of Asoph-ul-Dowlah."

14. "Sir John Shore, however, contented himself with saying to Saadut Ali, that although the article of the preliminary Treaty of Benares had been with-

drawn' it was still left to his equity to satisfy such claims as he might deem fair and just, and that he would, upon inquiry, probably find the demands of the shroffs, upon the late Vizier, and if so that it would be his interest not to overlook them.'

"This cautious and gentle recommendation had, in point of fact, little weight."

"Saadut Ali paid not the least attention to the claims of the creditors of his deceased brother."

"Pending the negotiation which terminated in the Treaty of November 1801, the question of the debts was again re-agitated. In the month of May of that year, Saadut Ali submitted to Lord Wellesley, through the Resident, Colonel Scott, certain articles to which he requested his Lordship would affix his seal and signature." The first article was as follows:—

16. "The payment of the debts of my predecessor, Asoph-ul-Dowlah, is not stipulated for in the Treaty. I am, moreover, unable to liquidate the debts contracted in the late reign; but this is an affair which will be adjusted between the State and the creditors of the late Nabob, and, regarding which the Company are in no shape responsible; the Treaty being silent on this subject."

17. In regard to this proposition, Colonel Scott observes: "It is embarrassing, inasmuch as it avows in spirit, and almost in words, a determination not to discharge any part of them (his brother's debts), and requires your Lordship's direct confirmation of that resolve."

"Although the British Government had not yet interfered, nor called upon the Vizier to discharge the debts of the State, yet your Lordship's sense of the obligation, which his Excellency owes to justice and common honesty, to make some arrangement for the liquidation of the debts is so strongly manifested by the proposition, under certain conditions (the entire transfer of the Vizier's territories to the British Government) of taking the burthen upon the Company, that his Excellency looks with certainty on the demand being, at a future period, pressed upon him by the influence and authority of the Government."

18. "It appears by a subsequent letter from Colonel Scott, that when he made the foregoing observations he was not aware" (to use his own words), "that a stand had been made to an article inserted in the draft of the Treaty made with the Vizier on his accession to the musnud, relating to the payment of the late Nawaub's debts; and that Sir John Shore had satisfied himself with verbally consigning the liquidation of them to the justice of the Vizier."

19. In his reply to the reference which has just been made to him, "Lord Wellesley declared that he was precluded by the strongest obligation of public duty from affixing his seal to the articles, of the first of which it appeared, according to his Lordship, to be the object, under shelter of the British name, to cancel all the public debts of the State of Oude." Such were the words of a former Governor General of India, and from which it will be seen that Lord Wellesley, in opposition to the opinion expressed by Lord Cornwallis, justly considered the claims of the present claimants, "as the public debts of the State of Oude;" the others having been adjusted in 1796, according to Mr. Lumsden's notification to the Governor General, which I have before referred to. It is impossible to believe that Her Majesty's Government can but take a similar view of the case, as it now stands, when the whole of the revenues of the country are in Her Majesty's possession. From the extracts which I have last cited, it will also be seen that Sir John Shore, the Governor General in the year 1798, inserted in the preliminary Treaty of Benares a clause, "obliging the Vizier to liquidate the just debts of his late brother in the course of three years." If it was considered necessary to insert such a clause in that intended Treaty, what becomes, I may ask, of the assertion made by the Government of India, in its letter of 17th May 1859, to Lord Stanley, that the settlement made on the investigation undertaken by Mr. Cherry in 1795, included a settlement of all the debts due by the Vizier?

10th. A Treaty between the United Company of Merchants of England and his Excellency the Nawaub Saadut Ali Khan, for the abdication of his throne and sovereignty over Oude, in favour of the East India Company, and for vesting in them the Civil and Military Government of Oude, and its dependencies

dencies, was submitted to the Vizier for his acceptance by the Earl of Mornington in the year 1801, which Treaty contained an article to the following effect, viz. :—

10th Article :—“ The Nawaub Saadut Ali Khan shall not be responsible for any debts contracted by the late Nabob, Asoph-al-Dowlah.”

If it was necessary to insert such an article as the foregoing in a Treaty, that was again submitted to the Vizier for his acceptance in 1801, I must ask again, how the statement, made by the Government of India, in its letter of 17th May 1859, “ that the whole of the creditors on the State of Oude were comprised in the list forwarded by Mr. Cherry, the Resident at Lucknow, to the Governor General in 1795, can hold good ? ”

“ A long correspondence also took place between the Governor General and the Vizier, upon this intended Treaty (*see* State Papers), which terminated by the Vizier ultimately rejecting the Treaty ; and in a paper delivered by the Vizier to Colonel Scott, then Resident at his Excellency's Court, in reply to the paper which had been transmitted by the Governor General to the Vizier, dated 16th December 1799, and in the explanatory paper, also drawn up by the Governor General, and forwarded by his Lordship to Colonel Scott, with the proposed Treaty, it is written, amongst other articles, by the Vizier, as follows :—

“ With regard to what is stated, that the arrears of certain branches of the public establishment have increased, the Nabob Vizier declares that he has no recollection that the Resident ever applied to him upon any just occasion, in conformity to engagements, and his Excellency delayed to act accordingly. The Nabob Vizier has no hesitation in defraying all the charges stated in the Treaty.”

11th. The following is an extract from a letter from the Secret Committee of the Court of Directors, of the East India Company, to the Bengal Government, dated 19th November 1803, upon the subject of the Treaty with the Vizier of Oude, dated 19th November 1801 :—

“ The Company being now bound to the defence and protection of his Highness's dominions against all enemies, foreign or domestic, without further charge to the Vizier, the ample revenue which remains to his Highness entirely applicable to the expenses of the Civil Government, will, we trust, place him beyond the reach of pecuniary embarrassment, and enable his Highness to put his just debts in a course of progressive liquidation.”

East India House,
19 November 1803.

(signed) *Jacob Bosanquet.*
John Roberts.
William Devaques.

The above forms another proof that the debts due by the State of Oude were not all liquidated up to 1803, as stated in the letter from the Government of India of 17th May 1859.

12th. Extract of a letter from the Chairman and Deputy Chairman of the East India Company to the President of the India Board, dated 9th May 1832.

“ If the cause of the Lucknow bankers is to be taken up, as you propose it should be, what can the Court say to the representatives of Sir Henry Darell, or to those of Colonel Frith, Major Webber, Captain Edwards, and many others, on whose behalf the British Government, when solicited, has refused to lend its good offices with the Vizier.”

Yet the Government of India, in its letter of 17th May 1859, recommend that my claim “ be rejected,” and state that Mr. Prendergast's, which is the claim of the Lucknow bankers, “ is still under consideration.”

13th. Extract of a letter from the Chairman and Deputy Chairman to the President of the India Board, dated 9th May 1832.

“ The Company having become possessed of that territory, may, in equity, be expected to discharge out of the revenues of this territory the just debts of its former possessor, provided the same be judicially proved, and the creditors

agree to such equitable terms of settlement as may be suited to the new and advantageous position in which the transfer of the country has placed them in point of security."

"Such was the arrangement made with the creditors of the Carnatic and Tanjore."

14th. On Sir John Malcolm's motion in the House of Commons for copies of all correspondence since May 1831 between the Commissioners for conducting the Affairs of India and the Directors of the East India Company, respecting the pecuniary claims on Native Princes of India, subject to the authority of the East India Company, Sir Robert Peel said, "he was convinced the House of Commons was a most unfit tribunal for the consideration of questions of this kind, and he hoped that the Charter of the Company would not be renewed without their consenting to the appointment of some body, whether members of the Privy Council, or a Special Committee, who would relieve the House of Commons from the odium of resisting the just applications of individuals, through a sense of the inconvenience of the precedent, or from a conviction of their own incompetency."

15th. On the 12th May 1857, in the House of Commons, Mr. Fagan asked the President of the Board of Control, "whether it was intended to apply any portion of the money borrowed by the Government of India from the King of Oude (see printed Return, No. 102, 14th March 1856) to the payment of public and *bond fide* debts still unpaid and payable to the creditors of that Prince (see printed Return, No. 140, 18th March 1857)?" Mr. Vernon Smith said, "that all the public and *bond fide* debts of the King of Oude would be referred to the Government of India; and though he was not prepared to say that any particular sum would be allotted for the purpose of defraying, yet any debt which was shown to be public and *bond fide* would no doubt be paid out of the ordinary revenues of the country."

16th. On the 5th of July 1858, when in Committee on the India Bill, Mr. Fagan, then Member for the city of Cork, proposed a clause providing for a decision on my claim, Lord Stanley, as reported in "Hansard," replied as follows:—

"He thought it would be the opinion of the Committee that it would not be desirable for him to go into the details of the question which the honourable Member for Cork had brought under the notice of the Committee. The case was one of very long standing, and one, he (Lord Stanley) believed, of some hardship; it had more than once been deputed in that House, but it would be impossible to do justice on either side unless it were gone into at considerable length. He was quite ready to admit that, which he thought would be sufficient for present purposes, namely, that there were various claims, some of which were undoubtedly valid, against the former Government of Oude, and that the transfer of the revenues of Oude to Great Britain did carry with it a liability for such debts of the former Government as were fairly and justly contracted.

"Following on that first admission must necessarily be the one that it was expedient such claims should be investigated: but there arose two further questions,—first, in what manner and before what tribunal it was desirable to have them investigated; and next, whether it was desirable to insert anything in respect of their adjustment in the Bill then before the Committee. Now, though the settlement of such debts might be a very important subject, it was one which had no intimate connexion with the Bill for the Home Administration of India.

"The two questions were, in fact, entirely unconnected, and he could not think it would be a convenient practice to insert in a Bill which relates to one subject clauses which related to another. Again, it was clear that whatever tribunal it might be advisable to establish for the settlement of a claim, such as that which the honourable Member for Cork had spoken of, ought not to be established for the trial of that single case, but should be one before which all cases of this nature might be conveniently and satisfactorily tried.

"A considerable number of persons had claims against the Government of Oude; and the greater number of those persons were natives of India; obviously then, those claims could best be investigated by a Commission on the spot."

"Such

"Such a Commission it was proposed to appoint; that idea had been entertained by the Government of India, and would, he expected, be carried out without any great delay.

"Such a tribunal once appointed, to it must be referred all claims against the Government of Oude, whether made by Europeans or natives, and he did not doubt that the party whose claims the honourable Member for Cork had advocated would be able to have justice done him, without the intervention of an Act of Parliament. Under these circumstances he (Lord Stanley) could not consent to the introduction of the clause proposed by the honourable Member."

17th. On the 9th of February last, Her Majesty's Secretary of State, on the debate of the "Princes of Mysore" case, said, "so far as the legal claim of the parties under the Treaty goes, no doubt they have no claim at all; but that does not seem to me in the slightest degree to impair the equitable and moral claim of the persons who are the descendants of those whom we dispossessed of their territories."

And again: "I cannot find a word short of expressing the legal claim of the parties, to designate the moral obligation of the British Government to provide in a fair and liberal manner for these persons."

18th. On the 4th of March last, Her Majesty's Secretary of State said, on the "Princes of Tanjore" case, "that he entirely agreed with the observations of the honourable and learned Member for the Tower Hamlets, that the authorities of India, although they might be exempted from the jurisdiction of the ordinary courts of law, were under an imperative obligation to treat all persons according to the rules of equity and justice. He was glad to find that the conduct which he had felt it his duty to pursue with respect to the Mysore Princes had been generally approved, and he assured the House that he should not be deterred by any attacks which might be made upon him at Calcutta or elsewhere from doing that which he believed to be fair and equitable."

19th. On the 14th of May last, Mr. Torrens asked the Secretary of State for India, with reference to the letter from him to the Governor General of India in Council, dated 26th May 1860, directing that cases of claimants against the late State of Oude yet to be reported on should be investigated as desired by the late Court of Directors in their letter to the Governor General of India in Council, dated the 17th of June 1857, "whether he intended to take any steps for the adjustment of the claims of the parties whose cases had been already reported on in the letters from the Governor General of India in Council, dated respectively the 17th of May and 8th of September 1859?"

Sir Charles Wood said, "that the Government of India had reported upon certain cases, but whether they were investigated in accordance with the assurance given by the noble Lord who preceded him at the India Board he could not at the present moment say. He (Sir C. Wood) had written to the Governor General to ask how the investigation had been conducted, but he had not yet received a reply. He did not think he should be justified in proceeding to act upon the report until he had received further information."

I shall make no apology for the length of this letter, for I am sure that an English Minister will not consider any trouble irksome, which may enable him to come to a just decision, and I have the fullest confidence in my claim.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State to Mr. *Frith*, dated 10 August 1861.

Sir,

I AM directed by Sir Charles Wood to return to you your letter of the 29th ult., with the intimation that the question to which it relates having, as you have repeatedly been informed, been referred to the Government of India, is not now under the consideration of the Secretary of State for India in Council.

I am, &c.
(signed) *J. C. Melvill.*

Mr. *W. H. L. Frith* to the Under Secretary of State for India,
dated 15 August 1861.

Sir,

WITH reference to the reply which Her Majesty's Secretary of State made to the question put to him by Mr. Torrens on the 14th of May last in the House of Commons, as published in "Hansard's Debates;" viz.: Sir Charles Wood said, "that the Government of India had reported upon certain cases, but whether they were investigated in accordance with the assurance given by the Noble Lord who preceded him at the India Board, he could not at the present moment say. He (Sir C. Wood) had written to the Governor General to ask how the investigation had been conducted, but he had not yet received an answer. He did not think he would be justified in proceeding to act upon the report until he had received further information."

I beg to ask whether Her Majesty's Secretary of State has any objection to give me the same answer in writing, and to inform me, if, in the event of my case "not having been investigated in accordance with the assurance given by the Noble Lord who preceded him at the India Board," he will adjust my claim in accordance with the pledges which have been given to Parliament.

I beg to assure Her Majesty's Secretary of State, that personally I have every confidence in the statement made by him which I have quoted, and my only motive in now asking such a question of him is, that it will give me the means of acquiring that which will render it unnecessary for me to trouble him further on the subject, until the reply to his inquiry comes home from the Government of India.

Trusting that Her Majesty's Secretary of State will kindly accede to my request,

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to Mr. *Frith*, dated India
Office, 11 September 1861.

Sir,

IN reply to your letter of the 15th ultimo, I am directed by Sir Charles Wood to inform you that, pending the receipt of a reply to the references which, as you have been informed, have been made to the Government of India, he can return no other answer to your present than that which has been made to your previous communications on the same subject; namely, that it has been received.

I am, &c.
(signed) *Herman Merivale.*

Mr. *Frith* to the Under Secretary of State for India, dated 31 August 1861.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 10th instant, returning to me, by the direction of the Secretary of State, the letter which I addressed to him on the 29th ultimo, on the plea that the question "is not now under the consideration of the Secretary of State for India in Council."

I am quite aware that "a further reference, being a simple question connected with my claim, has been made by him so long ago as the 26th May 1860 to the Government of India," but as the letter which I addressed to the Secretary of State on the 29th ultimo was merely written with a view to draw his attention to the several documents, &c., referred to in that letter, and which so completely refute the arguments advanced by the Government of India in its letter of the 17th May 1859, I did not think that in doing so I was taking such a step as to render it necessary that he should return that letter to me.

It

It may no doubt be quite true that the matter is not at the present moment strictly "under the consideration of the Secretary of State for India in Council," but I maintain that I have a clear right, until the matter is definitely adjusted, at any time whatever, to adduce and lay before the Secretary of State all the evidence I can obtain in order to substantiate my claim, and that the Secretary of State has not the right or power on the plea urged by him arbitrarily to reject such evidence.

It may no doubt also be quite true "that the matter has not been under his consideration since the 'further reference' was made by him to the Government of India on the 26th May 1860," yet he has never refused to receive and answer any letters that I have addressed to him on the subject since that date, or did he decline to answer Mr. Torrens in the House of Commons on the 14th May last, on the plea "that the matter was not now under the consideration of the Secretary of State for India in Council;" but now that I adduce the most unanswerable evidence in support of my claim, to refute the arguments of the Government of India, Her Majesty's Secretary of State, in the most unjust and arbitrary manner, refuses to receive my letter which calls his attention to that evidence.

I cannot admit his right to do so, and now again enclose a duplicate of my letter of the 29th ultimo, having forwarded the original to his Excellency the Governor General of India in Council, and must insist, as I have a clear right to do, that it be accepted.

In conclusion, I beg to inform Her Majesty's Secretary of State that if he should think it just or necessary again to send back to me the enclosed letter of the 29th ultimo, I shall, as often as he does so, return it to him.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to Mr. *Frith*,
dated India Office, 23 September 1861.

Sir,

I AM directed by Sir Charles Wood to inform you that your letter, dated the 31st ultimo, and its enclosures, have been placed among the records of this office.

I am, &c.
(signed) *J. Cosmo Melvill.*

From Mr. *Frith* to the Under Secretary of State for India,
dated 22 October 1861.

Sir,

As it is nearly a year and a-half ago since the Secretary of State made "the further reference" on my case to the Government of India, I request you will be good enough to inform me whether any reply has been received by him from the Government of India, to the "further reference" being a simple question, which was then, namely, on the 26th of May 1860, made by him to it.

And if no reply has been received, whether the Secretary of State has any objection now again to write, and call for a reply to the question then asked by him.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From Mr. *Frith* to the Under Secretary of State for India,
dated 21 November 1861.

Sir,

ON the 22d ultimo I addressed a letter to the Secretary of State for India, but as I have not received any reply to it, I am afraid it may have miscarried.

I therefore now enclose a copy of it; and will feel obliged by the Secretary of State saying whether he has any objection to write to the Government of India, and call for a reply to the further reference made by him to it, regarding my case, on the 26th of May 1860.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to Mr. *Frith*, dated India Office,
2 December 1861.

Sir,

IN reply to your letters of the 22d October and 21st ultimo, I am directed by the Secretary of State for India to inform you that a Despatch has been received from the Government of India, stating that the investigation into your and other claims against the late native Government of Oude was conducted by Sir Barnes Peacock, the present Chief Justice of Bengal. The Government of India entirely concurred in the opinions recorded by him; and their Despatch of the 17th of May 1859 was founded on Sir B. Peacock's report. Sir Charles Wood, being satisfied with the justice of the decision, can see no reason for re-opening the case.

I am, &c.
(signed) *Herman Merivale.*

From Mr. *Frith* to the Under Secretary of State for India,
dated 24 December 1861.

Sir,

I HAVE to acknowledge the receipt of your letter of the 2d instant, on behalf of the Secretary of State for India, stating "that the investigation into mine and other claims against the late Government of Oude, was conducted by Sir Barnes Peacock, and that the Government of India entirely concurred in the opinion recorded by him, and their Despatch of 17th May 1859 was founded on Sir Barnes Peacock's report," and that "Sir Charles Wood, being satisfied with the decision, could see no reason for re-opening the case."

In reply, I beg to observe, that when Sir Barnes Peacock made the report in my case, he was simply the sixth ordinary member of the Council, and that it is scarcely consistent with accuracy to quote it as "the report of Sir Barnes Peacock, Chief Justice of Bengal."

I think it only necessary on the present occasion to remind Sir Charles Wood, that the very first principles of justice require, that before any decision is pronounced upon the merits of a claim, the parties interested in it should be heard, for the purpose of showing upon what grounds it is to be sustained, and of meeting and controverting the objections which may be set up against it. This has been denied to me, and no opportunity has been allowed me of supporting it, and the decision which Sir Charles Wood has come to is based solely upon the ex-parte statement of Mr. Barnes Peacock, when fourth ordinary member of the Council of India, and can never be deemed a compliance with those solemn assurances given by Sir Charles Wood, and his two predecessors to Parliament, "that all the public and *bonâ fide* claims on the State of Oude would be paid out of the revenues of the country."

I beg to call Sir Charles Wood's recollection to the statement made by him in the House of Commons, on the 8th of February last, in the debate on the grant to the "Mysore Princes;" viz., "so far as the legal claims of the parties under the treaty goes, no doubt they have no claim at all; but that does not seem to me in the slightest degree to impair the equitable and moral claim of those persons who are the descendants of those whom we dispossessed of their territories."

I cannot

"I cannot find a word, short of expressing the legal claim of the parties, to designate the moral obligation of the British Government to provide in a fair and equitable manner for these persons."

As I have equally an equitable and moral claim on the British Government, which has taken possession of the whole of the revenues of Oude, I cannot help expressing my surprise that Her Majesty's Secretary of State should think it equitable or just to extend that principle, based upon the arguments merely of Sir Barnes Peacock, to one particular class of Her Majesty's subjects, and not to another.

On the 15th of March last, in the debate on the "Princes of Tanjore" case, in the House of Commons, Sir C. Wood said "that he entirely agreed with the observations of the honourable and learned Member for the Tower Hamlets, that the authorities of India, although they might be exempted from the jurisdiction of the ordinary courts of law, were under an imperative duty to treat all persons according to the rules of equity and justice."

Yet Sir Charles Wood does not hesitate to depart from that principle in my case, which he has laid down in the House of Commons should be followed by the Government of India in all cases.

I beg also to refer to the statement and pledge given by Sir C. Wood to the House of Commons, on the 14th of May last, in my case; viz., "that the Government of India had reported upon certain cases; but whether they were investigated in accordance with the assurance given by the noble Lord who preceded him at the India Board, he could not at the present moment say; he (Sir C. Wood) had written to the Governor General to ask how the investigation had been conducted, but he had not yet received an answer. He did not think he would be justified in proceeding to act upon the report until he had received further information."

Sir C. Wood has now received that "further information," and communicated it to me in the letter now under acknowledgment; I therefore beg to ask him whether he does not feel that he is bound, as my case "has not been investigated in accordance with the assurance given by the noble Lord who preceded him at the India Board," to redeem the pledge given by him to the House of Commons in my case, on the 14th of May last, which I have before quoted.

I once more appeal to Her Majesty's Secretary of State to apply "the same rules of equity and justice" to my case as he has done in the case of the "Mysore Princes;" and as he has stated, the Government of India were bound to follow in the case of the "Princes of Tanjore" and all others, and to carry out the pledges which have been given to Parliament by himself and his two predecessors in regard to my case.

In conclusion, I beg to call to Sir C. Wood's attention the steps which have at various times been taken by Her Majesty's Government against foreign Governments to enforce the claims due by them to Her Majesty's subjects, and to the opinion expressed by Her Majesty's present Prime Minister in the House of Commons, in the case of "Don Pacifico," some years ago, against the Government of Greece; also to the opinion expressed by him during the last Session of Parliament of the want of good faith on the part of Spain towards the Spanish bondholders; also to the course which has at all times been adopted by foreign Governments, in similar instances, towards each other, whether in the case of the cession of territory by conquest or by treaty, as on the recent conquest of Lombardy by Sardinia, and on the cession by Sardinia of Savoy and Nice, under treaty, to France, in both of which cases the proportion of the public debt of those provinces was transferred to and taken over by the country to which they were transferred; and, lastly, to the steps which are now being taken by England, in conjunction with France and Spain, to enforce the payment by Mexico of the claims due by it to British subjects.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From Mr. *Frith* to the Under Secretary of State for India, dated
11 February 1862.

Sir,

IN my letter of the 24th of December last I referred to the statement and pledge given to the House of Commons by Her Majesty's Secretary of State for India, on the 14th of May last, on my case, and requested to know whether Sir C. Wood intended to carry out or disregard the pledge then made by him; but as I have not been favoured with any reply to that letter, I now again beg to ask that question.

On the 26th of July 1853, in the debate on the renewal of the late East India Company's Charter, Mr. J. G. Phillimore moved the insertion of a clause in it "for a tribunal to decide upon, and take cognisance of, any disputes that may arise between the Government of India and any native prince, not a British subject," &c., &c.

And on that occasion, Sir C. Wood said "that, with regard to Colonel Frith's claim, it was not upon the East India Company but the King of Oude. Had it been against the East India Company, the Company might have been sued like any other body.

My claim being one now against Her Majesty's Government for India, it only remains for me to follow the above suggestion made by Sir C. Wood, as I am advised to do, in order to obtain my rights, should he still decline to carry out the pledges which have been given by his two predecessors, as also by himself, to Parliament, on my case, on the 14th of May last.

I have to request that I may be favoured with a reply from the Secretary of State to this communication, and that he will let me know his decision on the subject.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to Mr. *Frith*, dated India Office,
28 February 1862.

Sir,

I AM directed by Sir Charles Wood to acknowledge the receipt of your letter of the 11th instant, calling attention to a previous communication which had been also received. The opinion of the Secretary of State for India, with reference to your case, was communicated to you in my letter of the 2d of December; and Sir Charles Wood does not now see in your letters under reply anything to cause him to take a different view of the subject.

I am, &c.
(signed) *Herman Merivale.*

From Mr. *Frith* to the Under Secretary of State for India, dated
4 March 1862.

Sir,

As I have obtained, by an Order of the House of Commons, a copy of the letter from the Government of India to the Secretary of State for India, dated 7th September 1861, I beg to bring to the Secretary of State's notice the following paragraph contained in that letter:

"Under the circumstances it seemed desirable, when forced to depart from the strict letter of the instructions conveyed, to select the person the best qualified in India to deliver a sound and impartial judgment on the questions referred for final decision."

With reference to that statement, I think it only necessary, in order to refute it, to refer the Secretary of State for India to the letter from the Court of Directors

CAPTAIN FRITH ON THE LATE GOVERNMENT OF OUDE. 21

Directors to the Government of India, dated 17th June 1857, in which the Government of India was directed merely "to report upon" the cases of the several claimants, and that the questions were not referred for "final decision" by the Government of India.

I am, &c.
(signed) *Warren Hastings Leslie Frith.*

From the Under Secretary of State for India to Mr. *Frith*, dated India Office,
24 March 1862.

Sir,
I AM directed by Sir Charles Wood to acknowledge the receipt of your letter dated the 4th instant.

I am, &c.
(signed) *Herman Merivale.*

EAST INDIA (CAPTAIN FRITH).

COPY of all CORRESPONDENCE between Mr.
W. H. L. Frith and the Secretary of State for
India, on the Subject of the Claim of Captain
Robert Frith on the late Government of Oude
(in continuation of the Return presented in
conformance with the Address of the House of
Commons, dated the 26th day of June 1860).

(*Mr. Torrens.*)

Ordered, by The House of Commons, to be Printed.

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EAST INDIA (OUDE).

RETURN to an Address of the Honourable The House of Commons,
dated 7 June 1861 ;—for,

A "COPY of any LETTERS from the Secretary of State for *India* to the Governor General of *India* in Council, subsequent to the 26th day of May 1860, calling for a Reply to the Reference that was then made to the Governor General, on the subject of certain CLAIMS which have been preferred on the late Government of the State of *Oude*."

India Office, }
13 June 1861. }

J. W. KAYE,
Secretary, Political Department.

POLITICAL DEPARTMENT.

The Secretary of State for India to the Governor General of India in Council,
dated 22d December (No. 94) 1860.

1. I FORWARD to your Excellency's Government the copy of a Memorial addressed to me by Mr. Wellesley Bowes Prendergast, relative to certain claims preferred by that gentleman on the late Government of Oude.

2. This appears to be the case referred to by you in the 41st paragraph of your letter of the 17th May 1859, in which you state that you "abstain from offering any opinion on the claim" in consequence of the case being under consideration in this country, on a reference made by you to the Court of Directors on the 8th October 1856.

3. The case does not appear to have been submitted by you for the consideration of the Court of Directors. In the Despatch above quoted reference is made, among other subjects, to certain papers connected with the case, which you seem to have thought, from an expression contained in those papers, had been brought by Mr. Prendergast before the Court, and was under their consideration.

4. In point of fact, this was not the case. It is necessary, therefore, that this claim, as well as the other claims on the late Government of Oude, should be investigated and reported on in the manner prescribed in the Despatch of the late Court of Directors of the 17th June 1857.

5. I take this opportunity of calling the attention of your Government to my Despatch of 26th May last, regarding the agency by, and manner in which, reports on these claims should be conducted, and to request that you will state how the investigations were made in the cases reported in your letter of the 17th May 1859.

I have, &c.
(signed) Charles Wood.

EAST INDIA (OUDE).

COPY of Letter from the Secretary of State for India to the Governor General of India in Council, dated 22 December 1860, calling for a Reply to the Reference that was made to the Governor General, on the subject of certain *Chakras* which, have been preferred on the late Government of the State of *Oude*.

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(*Mr. Torrens.*)

Ordered, by The House of Commons, to be Printed,
14 June 1861.

EAST INDIA (OUDE CLAIMS).

RETURN to an Address of the Honourable The House of Commons,
dated 11 February 1862;—for,

“COPY of a LETTER from the Governor General of *India* in Council, dated the 7th day of September 1861, in reply to a LETTER from the Secretary of State for *India*, dated the 26th day of May 1860, on the subject of certain CLAIMS against the late NATIVE STATE of OUDE, and of any REPLY thereto from the Secretary of State.”

India Office, }
13 February 1862. }

J. W. KAYE,
Secretary, Political Department.

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(Colonel French.)

Ordered, by The House of Commons, to be Printed,
14 February 1862.

COPY of a LETTER from the Governor General of *India* in Council, dated the 7th day of September 1861, in reply to a LETTER from the Secretary of State for *India*, dated the 26th day of May 1860, on the subject of certain CLAIMS against the late NATIVE STATE of OUDE, and of any REPLY thereto from the Secretary of State.

FOREIGN DEPARTMENT.

The Governor General of India in Council to the Secretary of State for India,
dated 7 September (No. 141) 1861.

Sir,

22 December 1860,
No. 94.
26 May 1860,
No. 44.

WE have the honour to acknowledge the receipt of your Despatch, No. 90, dated 8th July last, referring to Despatches of previous dates, regarding certain claims upon the late Government of Oude.

2. In reply, we have to state, that the Despatch of the Court of Directors, dated the 17th June 1857, reached India at a time when a literal execution of its instructions was impossible. Nor was the difficulty of fulfilling them lessened at the close of the protracted military operations of which Oude was long the theatre; for at that period the restoration of order and the re-establishment of an efficient civil administration, taxed to the uttermost the powers and energy of every officer engaged in those duties. There was then no specially appointed separate financial Commissioner; indeed, the Governor General had already come to the conclusion that the office should be abolished; nor was there any available man in the province of Oude of sufficient weight and experience to be intrusted with the investigation referred to us. Under these circumstances it seemed desirable, when forced to depart from the strict letter of the instructions conveyed, to select the person the best qualified in India to deliver a sound and impartial judgment on the questions referred for final decision. Such a course was calculated to avoid the delay which close adherence to the orders communicated must have entailed before they could have been fulfilled; whilst it was felt that a deliberate opinion from Sir Barnes Peacock, then the fourth ordinary member of Council, would secure, both here and in England, as much confidence as a judicial decision given in India could possibly command.

3. Important as it was that we should have for our guidance the best judgment that could be obtained, it yet appeared advisable that that judgment should be supported by the whole weight of the Governor General in Council, and that Sir Barnes Peacock, being a member of the Government, should not be placed in the position merely of a special Commissioner acting under the Government. His judgment was, therefore, conveyed to Her Majesty's Secretary of State in the form of a Despatch, having the concurrence of the whole Council. It is now in its original form forwarded as an enclosure to this Despatch; and the Governor General in Council does not propose to re-open the claims so fully dealt with by Sir Barnes Peacock, unless Her Majesty's Government shall be of opinion that, with the view of fulfilling more technically the instructions of the Court of Directors, they ought to be subjected to some new investigation.

4. With regard to the claims which did not come before the present Chief Justice, Mr. Bayley, who formerly acted as Judicial Commissioner in Oude, and recently as Secretary in the Foreign Department, has been directed to take up their investigation at once.

We have, &c.
(signed) *Canning.*
H. B. E. Frere.
R. Napier.

MINUTE by Sir *Barnes Peacock*.

COLONEL'S FRITH'S CLAIM.

It appears to me that the British Government is not, either morally or otherwise, under any obligation to discharge the whole or any part of the debt alleged to be due to Mr. Frith as representative of his late grandfather, Colonel Robert Frith, upon the bond entered into by Azoff-ul-Dowlah, dated 31st July 1785; and, in my opinion, it would be very inexpedient to admit that any such obligation exists, by offering to pay any part, either of the principal or interest. Such an admission, even if it extended only to the principal, might be used as a strong argument in support of the claim to interest at the rate reserved by the bond, viz. 12 per cent. per annum, and would probably cause many similar claims to be raked up and brought forward, not only in the case of Oude, but also in the case of other native states which have lapsed to the British Government.

In the memorial, dated the 31st June 1856, and addressed to the chairman and deputy chairman of the Honourable Court of Directors, Mr. Frith makes use of many arguments which have from time to time been urged for the purpose of showing that an obligation existed on the part of the East India Company, before the annexation of Oude, to discharge the debt out of the general revenues of India; but those arguments are of no greater force than they have been at any time since the date of the bond; and whatever differences of opinion may have existed at one time as to the obligation of the East India Company to urge upon the King of Oude the importance of an immediate and effectual adjustment of the debt of the Lucknow bankers,* I do not find that any one ever entertained the opinion that the East India Company were bound to satisfy that or any similar demand, of which there were many, out of the general revenues of India.

From 1790 down to the present time frequent applications have been made for payment of the debt alleged to be due to Mr. Frith and other similar claims, but the Honourable Court and the Government of India have invariably refused to interfere, either by discharging the debt, or even by urging the Nawab Vizier to do so, though they have on several occasions allowed the claim to be presented to the Vizier by the Resident, as the sole and regular channel of communication between the Vizier and British subjects.—(See, amongst others, Letter from Secretary to Government of India to the Resident at Lucknow.—Consultation, 18 May 1816, No. 28.)

The only new ground which has been urged by Mr. Frith in the memorial now under consideration is, that the East India Company, having succeeded to the kingdom of Oude and its revenues, are bound to discharge all just claims against the former Government. But, if the length of time (upwards of 70 years) which has elapsed since the debt was contracted, and the repudiation of the debt by successive sovereigns, who have dealt with the revenues of the State as if the debt had never existed, are not in the present case to be deemed a bar to any recognition of the demand, it is impossible to say how many old claims against native states which have lapsed to the East India Company may not be preferred upon similar grounds. Mr. Frith appears to consider that the East India Company are now under the same obligation to satisfy the debts contracted by Azoff-ul-Dowlah as they would have been if the Nawab Vizier Saadut Ally had in 1799 abdicated, and made over the whole of his territories and revenues to the East India Company; and in order to show that such an obligation would have existed if Saadut Ally had abdicated in favour of the British Government, he quotes the explanation of Lord Mornington respecting the 10th Article of the Treaty tendered in November 1799, by which it was stipulated, that the Nawab Saadut Ally should not be responsible for any debts contracted by the late Nawab. In that explanation his Lordship made the following remarks:—"The justice and necessity of discharging the *bonâ fide* debts to the native† creditors of the State, and also the

Correspondence relating to claims of Calcutta bankers, printed 3d June 1834, page 11.

* See Correspondence relating to claims of Calcutta Bankers on the King of Oude, printed by order of the House of Commons.

† It is to be observed that Lord Mornington speaks only of native creditors. The reason seems to be twofold: 1st. Because Mr. Lumsden had reported that all the European creditors, with the exception of Mr. Bruce, had been paid. 2dly. Because it was contrary to the orders of the Court of

arrears of the civil and military establishments, are apparent; and it might with strict propriety be expected that the Nawab should apply a part of his treasures to the liquidation of these demands. The Company, however, are willing to take upon them the discharge of all such of these demands as on investigation shall be found to be equitable. His Excellency must, however, be sensible that the Company could never think of taking upon themselves this heavy burthen without being put in possession of the complete control over the resources of the State, from the improvement of which, under a course of steady and economical management, they can alone expect to be reimbursed for the amount."

It should be remarked that, according to the proposed treaty, the Nawab Vizier was to abdicate in favour of the East India Company. Bearing this fact in mind, the explanation above quoted, shows that Lord Mornington considered that, in strict justice, Saadut Ally, even if he should abdicate, was bound to apply part of his large treasures (treasures which he had amassed from the revenues of the State) to the liquidation of the debts of Azoff-ul-Dowlah; but that the East India Company might be willing, notwithstanding, to take upon themselves such of the debts due to the native creditors as, upon investigation, might be found to be equitably due, provided the Nawab Vizier would abdicate in favour of the Company, and make over to them the whole of his territories and revenues. Upon such conditions, the East India Company were willing to enter into the treaty tendered, by which the Nawab was to abdicate, and the East India Company were to stipulate, in the terms of the 10th Article, that "he should not be responsible for any of the debts contracted by Azoff-ul-Dowlah." But admitting that, in 1799, when the justice of the claims might easily have been investigated, the East India Company were willing to take upon themselves the payment of the debts equitably due to the native creditors, upon condition that Saadut Ally would abdicate in favour of the Company, it by no means follows, that any obligation now exists to pay those same debts, because the Company have obtained possession of the revenues of the State under totally different circumstances, and without any condition whatever.

Colonel Frith did not die until the year 1800.

In 1799 the justice of the claims might easily have been investigated, and if any of the debts had been found to be equitably due, and had been paid at that time, the payments would probably have been made to the persons with whom the debts were contracted. This certainly would have been the case as regards Colonel Frith, if anything had been found to be equitably due to him; but if the demand be paid now, the payment must be made, not to Colonel Frith himself, but to a descendant in the second degree from him, who would not in all probability have been one whit the richer if the debt had been paid to his ancestor. In fact, Colonel Robert Frith stated in his memorial, that the money alleged to have been advanced by him on account of the Nawab, was money borrowed from natives whom he would be unable to pay, unless he should receive both the principal and interest due to him. There is every reason, therefore, to suppose that the persons who actually advanced the money, were never repaid by him; and I would ask, what security is there that they will ever receive a farthing, even if Mr. Frith be now paid the full amount of the bond with interest? But it may be said that if there is a strict right on the part of Mr. Frith to receive payment of the bond, considerations such as these cannot bear upon the question. It may be proper, therefore, to consider whether the acquisition of the revenues of Oude in 1856, imposed upon the East India Company any obligation to pay the debts contracted by Azoff-ul-Dowlah in 1785. I hold that it did not, even if it could be proved, which it certainly has not been to my mind, that the services alleged to have been rendered, or the monies advanced, were rendered or advanced on account and upon the credit of the State, and not upon the mere personal credit of Azoff-ul-Dowlah. I would go further, and say, that not only no such obligation exists, but that it would be unjust to the present generation to apply the revenues of the State in payment of debts contracted upwards of 70 years ago, instead of applying them towards improving the condition of the people. Mr. Frith's petition is not accompanied by a copy of the bond, and I have not been able to obtain one; but

Directors, even before the 37 Geo. 3, c. 142, for British subjects in the service of the Company to be concerned in loans to the native princes; see recital s. 28 of that Act. It was in 1799 in which Lord Mornington spoke of the native creditors only, notwithstanding Captain Frith had sent in his second memorial in 1793.

but I will assume that Azoff-ul-Dowlah bound himself and his successors, the strongest case against the East India Company, for it is not pretended that Colonel Robert Frith ever received a tunkhah or assignment of the revenues for more than the one lac of rupees which were paid to him. There is a wide difference between a constitutional government, and a government such as that of Oude under the nawab-viziers, in which they, as *quasi* absolute sovereigns, were allowed to squander upon their own personal vices and gratifications as much of the revenues of the State as was not appropriated to the purposes of government. In the case of The Government of Bombay *versus* Amcer-Chund, Lord Tenterden asked, "What is the distinction between the public and private property of an absolute sovereign?" He said, "You mean by public property, generally speaking, the property of the State, but in the case of an absolute sovereign who may dispose of everything at any time and in any way he pleases, is there any distinction?" And in delivering judgment in the same case, his Lordship remarked: "I have already intimated my opinion, and I have the concurrence of the other Lords of the Council with me in it, that when you are speaking of the property of an absolute sovereign, there is no pretence for drawing a distinction; the whole of it belongs to him as sovereign, and he may dispose of it for his public or private purposes in whatever manner he may think proper." Although the viziers of Oude dealt with the revenues of the State very much like absolute sovereigns, and disposed of them during their own lives just as they pleased, they were not in strictness absolute sovereigns, they were merely delegated by and subject to the paramount power, and had no authority without the consent of that power, to assign over to a private individual, any portion of the territories placed under their government, or to charge the public revenues so as to bind their successors. To admit that Azoff-ul-Dowlah could have charged the revenues with the payment of any debts which he might contract, even though the money might have been expended for the purposes of government, would be to admit that he could have appropriated the whole of the current revenues of the State to his own private purposes, and have borrowed money for the immediate purposes of government upon the credit of his successors, and upon the security of those revenues by which alone they could properly carry on the government of the country.

But even if Azoff-ul-Dowlah or any other vizier had the power to borrow money for the purpose of government upon the credit of the revenues of the State, and to charge such debts upon the revenues so as to bind his successors, I think it is clear that he had no power to exempt his immediate successors, and to throw the whole burthen of his extravagance upon the people of the third or fourth generation after him, by charging his debts upon the revenues of 1857 or any subsequent period. If Azoff-ul-Dowlah had done so, I apprehend that the British Government would not now have considered themselves morally bound to discharge such debts, after six sovereigns or viziers in succession to him had, without regard to the interests or welfare of the people, been squandering the revenues of the State upon their own personal gratifications and follies, or in amassing wealth to be dissipated by others.

If, in the case supposed, the British Government would not have recognised the debts as a charge upon the revenues, of which they became possessed upon the annexation of Oude, I cannot see any good reason why they should admit their liability to satisfy any portion of the present demand, for by so doing, they will be admitting that Azoff-ul-Dowlah and the six succeeding sovereigns had power to do that which any one of them singly could not have done. If the necessities of the State required that debts should be contracted upon the security of the revenues, those debts ought to have been repaid out of the first revenues available for the purpose, after satisfying the current expenses of the government of the country, and making a liberal allowance for the support of the king and his family and attendants, in a manner suitable to their rank and condition.

Admitting this principle to be the correct one, all the debts contracted by Azoff-ul-Dowlah, assuming that they were necessarily incurred for the benefit of the State, (a fact which I by no means admit) ought to have been paid, if not in the lifetime of Azoff-ul-Dowlah, at least during the reign of Saadut Ally, for the latter accumulated out of the revenues of the State a much larger sum than was sufficient to pay all the debts of Azoff-ul-Dowlah.

It is said that his accumulations amounted to 13 millions sterling.* The whole
of

* See Mill's History of India, vol. 8, p. 109. See also Mr. Charles Grant's letter, correspondence as before, pages 44, 45.

of these large accumulations were inherited by his son Ghazee Ooddeen Hyder, who succeeded as vizier in 1814. Yet that prince as well as his father entirely repudiated all responsibility to discharge any of the debts contracted by Azof-ul-Dowlah.

See papers, Cons.
15 May 1839,
Nos. 72, 73.

In a letter of the 29th October 1816, from the Nawab Vizier Ghazee Ooddeen Hyder to the Resident at Lucknow upon the subject of other claims, he writes, "The claim of Captain Frith, which was forwarded to me in your letter of the 15th Shad (8th September), is of a similar description. You will be pleased to bring these circumstances to the favourable attention of his Excellency the Governor General, so that there may be neither discussion nor correspondence hereafter on affairs of this nature." Again, on the 21st December 1816, he addressed the Resident as follows: "I cannot consider it incumbent on me to have any concern with demands referable to the time of the Nawab Azoff-ul-Dowlah, and of which I have no knowledge whatever. My father, at the time of his accession, denied all claims of gentlemen and others relative to the time of my late uncle, and the adjustment of them was not mentioned in the treaty; therefore, neither this nor other claims of a similar nature can at all apply to me".

In 1840 Colonel Frith renewed his demand upon the King of Oudh, Mahomed Ali Shah, who peremptorily refused to recognise the claim.*

Thus it appears that the debt has been actually and finally repudiated by two nawabs and one king of Oude, and it has been virtually repudiated by their successors, all of whom have dealt with the revenues of the State as if the claim had never existed. If the debt ought to have been satisfied at all out of the revenues of the State which accrued after the death of Azof-ul-Dowlah, it ought to have been paid by Saadut Ally or his son Ghazee Ooddeen Hyder out of the treasure saved by the former from the revenues of the State to which the latter succeeded, but they both repudiated the debt, and applied those funds to other purposes. I do not think that the British Government, by reason of their acquisition of the revenues of Oudh, are in any way bound to enter into the consideration of a question which has been finally decided by the former rulers of that State who have dealt with the revenues upon the footing of that decision. Even admitting that their decision was wrong, and that Saadut Ally was morally bound to pay the debts of Azof-ul-Dowlah, the British Government are no more responsible for his shortcomings in this respect, than they are for any of the delinquencies or omissions of the former rulers of the State.

If Azof-ul-Dowlah having sufficient funds from the revenues to enable him to discharge his debts, had applied those funds to his own private purposes leaving his debts unpaid, the British Government would surely not have been bound to pay those debts in consequence of their obtaining the possession of the revenues 70 years after the debts were contracted, and if not, there does not appear to be any valid ground for contending that the people of the present generation ought to bear the burthen of those debts, which, if they had not been repudiated, might have been paid out of Saadut Ally's savings from the revenues during the period of his rule. The people of Oudh gained nothing by his amassing the great wealth which was inherited by his son, nor would the State have been injured if he or his son had appropriated a portion of his revenues to the payment of the debts of Azof-ul-Dowlah, instead of appropriating them as they did, but, as rulers of the State, they repudiated the debts, and applied the surplus revenues in a manner wholly unprofitable to the State.

It cannot be urged that if the province of Oudh had never been annexed, the alleged creditors of Azof-ul-Dowlah would have been paid by the native government to which the British Government succeeded. The native Government had absolutely repudiated the debts, and it is quite clear that they never would have paid them.

In the debate which took place in the House of Commons on the 28th July 1834 upon the subject of the claim of the Lucknow bankers, Sir Robert Peel, after illustrating the impolicy of taking up the case, concluded his speech by referring "to the possible assumption of the government of Oudh by the British Government, and solemnly deprecating in that case the commencement of the exercise of sovereignty by appropriating 1,100,000 £. sterling of the property of the territory to the liquidation of a claim for which it did not appear that the British Government

* See Letter from Resident to Colonel Frith, 24 June 1840. Memorial 12 November 1841, para. 7. Cons. 22 November 1841, No. 95 a.

ment had ever made itself in the slightest degree responsible." (See Thornton's History of India, vol. 6, page 21.) Mr. Thornton refers to the Mirror of Parliament as his authority, but I have not the book here, and have therefore not been able to see that report of the speech, but I have referred to the opinion as it completely accords with my own.

I have thought it right to consider the case upon general principles, because there are many other similar claims, upon which it will be necessary to come to a decision.

In regard to Mr. Frith's claim, I cannot help thinking that the lac of rupees which he received upon the tunkah, was as much as he was fairly entitled to under the bond; and I think that it was probably considered by Azof-ul-Dowlah and his minister as a compromise and settlement of his demand.

This case affords proof of the difficulty of investigating claims of 70 years standing, and of the wisdom of the remark by Ghazee Ooddeen Hyder, that he could not consider it incumbent on him to have any concern with demands referable to the time of Azof-ul-Dowlah, of which he had no knowledge whatever.

The claim made by Mr. Frith consists of two items,—

Principal due upon bond to Colonel Robert Frith, dated 31 July 1785	Rs. 2,70,000
Allowance for 12 months ending 31 July 1786, for commanding a company of the Nawab's battalion, at 5,000 rupees per month	60,000
	<u>Rs. 3,30,000</u>

Against this sum credit is given for one lac of rupees received by Colonel Robert Frith, upon a tunkah or assignment on the Nawab of Furruckabad, payable by three kists in 1789-1790, 1790-1791, and 1791-1792 respectively, and the balance with interest at 12 per cent. to the present time is claimed.

The balance in 1818 amounted to 11,87,458 rupees, and with interest to the present time would amount to rupees.

Sic orig.

Mr. Frith, in his memorial now under consideration, says: "With regard to the interest which has accumulated, that has arisen from an arbitrary refusal of the native government to pay the debt, the validity of which they never questioned;" and then, with a show of great liberality, proceeds: "Still, I am willing to admit that the interest appears to be a fair subject of compromise, and I would respectfully suggest that a moderate and reasonable amount of simple interest should be fixed for the whole period as the most equitable mode of settling that portion of the claim." I strongly recommend that he should not be paid either principal or interest.

It appears that Colonel Robert Frith, then Captain Frith, was aide-de-camp to Warren Hastings in 1782-83 and 1784, and that upon the Governor General's quitting Lucknow in 1784, he was appointed to take the command of a corps belonging to the Nawab, at a salary of 5,000 rupees a month.*

Mr. Frith and his father, who was the son of Colonel Robert Frith, in the memorials which have been from time to time presented, have always claimed the full amount of the bond, 2,70,000 rupees,† and interest. But Colonel Robert Frith, the original creditor in 1798, gave his own account of the transaction.

In the account then transmitted by him, he claimed, not the whole amount of the principal of the bond, but of 1,50,000 rupees thereof as his share, after deducting,—

See account, dated 31 January 1798. Cons. 5 March 1798, No. 5.

Mr. Robert Grant's share thereof	Rs. 80,000
Mr. Robert Bruce's share	22,000
Colonel Palmer's share	18,000
	<u>Rs. 1,20,000</u>

He

* See Memorial, Captain Frith, the father of the present claimant, 20 January 1819. Cons. 13 January, No. 15.

† See the account said to have been made out by Colonel Frith's brother in 1798, with interest, account continued to 1 February 1818, showing a balance of 11,87,458 rupees. Letter to J. H. Maddock, Esq., dated 4 September 1839. Cons. 20 November 1839, Nos. 103, 104.

He also claimed 60,000 rupees as his allowance as commanding officer of a corps of sepoys in the Nawab's service for one year from 31st July 1785 to 31st July 1786, and interest on the above sum at 12 per cent, and he gave credit for 1,00,000 rupees received upon the tunkah on the Nawab of Furruckabad, dated in 1789, and he added the following note:—

“1st *N.B.*—Major Frith's share of the bond for 2,70,000 rupees arose from an allowance of 5,000 rupees granted to him by the late vizier, on the command of four battalions of sepoys being conferred on him, in lieu of all emoluments from money advanced to the battalions by Buksh Raye and Kashunery Mull on his credit, and for feeding and other expenses of the gun bullocks of the artillery attached to the battalions. The account of the whole was made up to the 31st July 1785, approved of, and the bond granted.”

Thus it appears that his share of the bond consisted partly of arrears of his allowance of 5,000 rupees a month due prior to the 31st July 1785, partly of money advanced by two natives on his credit (whether they were ever repaid or not does not appear), and partly on account of expenses of the gun bullocks, &c.

The other item claimed by him was 60,000 rupees for arrears of allowance from 31st July 1785 to 31st July 1786. To this item he attaches a note:—

“2d *N.B.*—A bond for 40,000 rupees in part of the 60,000 above charged, was offered to Major Frith, but rejected, because the full amount of his allowance was not included.”

See Cons. 9 March
1798, No. 5.

The above account was dated 31st January 1798. Colonel Robert Frith had, however, in 1790, sent in a previous account, in which he showed that his claim for principal on the bond amounted to only 1,00,000 rupees*. There seems to be no reason to suppose that Colonel Robert Frith's claim for principal on the bond exceeded 1,00,000 rupees, the amount stated in his first account in 1790; and, if so, it is probable that the 1,00,000 rupees received on the tunkah was intended to cover his demand upon the bond; for I find that an arrangement was subsequently made, on behalf of Azof-ul-Dowlah, with all his other European creditors, by which they, with one exception, agreed to receive the principal of their debts, without interest.

“In 1795, the Vizier Azoff-ul-Dowlah became sensible of the urgent necessity of retrieving his affairs, and requested the British Government to allow their Resident, Mr. Cherry, to assist him in ascertaining the amount of his debts, with the view to their liquidation. Sir John Shore consented to the Resident's affording the required assistance, and promised the communication of his own opinion upon the result, whenever called upon; but he restricted Mr. Cherry's interference in the adjustment of the claim to transmitting applications and forwarding answers. In the performance of this duty Mr. Cherry had an opportunity of informing himself of the Nabob's debts, which appear from a statement he received from the Minister, and transmitted to the Governor General in November 1795, to have amounted to 1,02,40,120 rupees, besides 75 lacs for salaries to officers.”—(See Correspondence, as above, p. 6.)

Mr. Lumsden succeeded Mr. Cherry as Resident, and the following is his account of the arrangement:—

“The whole of the principal debt has been paid to the European creditors, Mr. Bruce excepted, half in gold and half in silver; and they have each executed a general release, and given up their bonds. The negotiation was finally closed at a late hour last night, when Rajah Janao Lall proceeded to join the Vizier, having previously ordered away the money which he had deposited in my treasury for the purpose of paying Mr. Bruce,† if he had acquiesced in the Vizier's offer. Mr. Bruce demanded interest, as well as principal, and thus lost his whole debt, amounting to 4,50,000 rupees. The other European creditors had consented to receive the principal of their debts without interest.”—(See same Correspondence, p. 7.) I have examined the list of creditors sent in by the Minister to Mr. Cherry, but the name of Colonel Robert Frith is not mentioned therein; which leads me to suppose that, having received on the tunka one lac of
rupees

* Letter to Lord Cornwallis, dated 19 October 1790, and inclosure T. Cons., 20 October 1790, No. 190.

† This Mr. Robert Bruce is no doubt the same person who is said by Colonel Frith to have had an interest in the bond, to the extent of 22,000 rupees. This sum was in all probability included in his demand.

rupees, which, according to his account of 1790, was the full amount of the principal due to him on his bond, or for some other reason he was not acknowledged as a creditor by the Nawab or his Minister in 1795, when the Nawab was arranging to compound with his European creditors, by paying them their principal without interest.

I do not find, in the list of creditors, the name of Mr. Robert Grant or that of Colonel Palmer; the former of whom Colonel Frith admitted to be interested in the bond to the extent of 80,000 rupees, and the latter to the extent of 22,000 rupees.

The latter is no doubt the Major Palmer who was the private agent of Warren Hastings at Oude, so frequently alluded to in the articles of impeachment, and who is said himself to have had a salary of 22,800 l. a year.—(See Burke's Charges, No. 16, s. 89.)

This is also, I presume, the gentleman who is referred to in Mr. Frith's present memorial as having ascertained the balance due to Colonel Frith, though no mention is made of the fact that he himself was one of the persons interested in that balance. Mr. Frith says: "Major Palmer resigned his office in 1785, and, in making up his accounts, ascertained the balance due to Colonel Frith from the Nawab. For this amount a bond, bearing interest at 12 per cent., was sealed by the Nawab in favour of Colonel Frith, and officially delivered to him by Major Palmer. * * * With respect to the debt, no question can, I think, arise, as Mr. Palmer, the Resident at Lucknow, has given most ample proof of its correctness, both in his report to the East India Company and in his letters to my father."

What Mr. Palmer had to do with ascertaining the balance due to Colonel Frith from the Nawab, in making up his own accounts, I am at a loss to conjecture. I have no doubt that Major Palmer must have received his share of the principal of the bond, for, in his letter, dated 21st August 1813, to Captain Frith, the son of Colonel Frith, he makes no mention of any part of the principal remaining due to himself. He says: "I am entirely ignorant of the share to which your father was entitled of the bond for 2,70,000 rupees in his name granted by the Vizier;" but he says nothing of his own share in the bond, or that any portion of what he had himself advanced remained due.

See extract of letter annexed to Colonel Frith's Memorial, dated 12 November 1841, Cons. 22 November, No. 95 A.

Mr. Bruce, it appears, was not paid because he refused to come into the compromise; but that is not a sufficient reason for Mr. Frith's now claiming his salary. The whole claim, so far as the bond is concerned, is so unsatisfactory, that even if I considered that there was any obligation on the part of the East India Company to satisfy the debts of Nawab Azoff-ul-Dowlah, I could not recommend that any portion of the principal or interest on the bond for 2,70,000 rupees should be paid.

In 1790 Mr. Frith claimed 1,00,000 rupees only of the principal due on the bond. In 1798 he claimed 1,50,000 rupees as his share. His son and grandson have increased the demand of principal due on the bond to 2,70,000 rupees. Notwithstanding these variances, important under any circumstances, but still more so when interest at 12 per cent. from 1785 to the present time is claimed, I think it is clear that Colonel Frith's share of the principal of the bond did not exceed 1,00,000 rupees, and which he claimed at first. It is also clear that he received that amount upon a tunkah, and that the rest of the European creditors, with the exception of Mr. Bruce, compromised their claims in 1795, by receiving the principal without interest, and that they received better terms than the native creditors; that a great portion of Colonel Frith's share in the principal of the bond was not for money advanced, but for arrears of salary of 5,000 rupees a month, to which Colonel Frith, though only a Captain at the time, having been aide-de-camp to Warren Hastings in 1782, 1783 and 1784, was appointed just previously to the latter's leaving India (a salary which appears to have been exorbitant for a captain in the army); that Colonel Frith was not included in the list of creditors made out by the minister, Rajah Tuckatt Roy, and sent to Mr. Cherry, the Resident, in 1795; that no sufficient explanation is given why, if he considered that Azoff-ul-Dowlah was his debtor, Colonel Frith did not bring forward his claim when Azoff-ul-Dowlah was settling his debts in 1795, but waited until 1798, a year after his death, Azoff-ul-Dowlah having died in 1797; that this claim has not been brought forward in a manner calculated to afford much confidence

See correspondence as above, page 7.

dence that any portion of the demand remains fairly due. As to the second item of the demand, viz., one year's allowance, 60,000 rupees and interest thereon at 12 per cent.* I do not think that the Government in 1857 is called upon to pay salaries which became due to officers in 1785, either with interest at 12 per cent., or without interest, even if it were clear that the salaries were just and equitable. But still less ought such salaries to be paid when the circumstances under which the appointments were made lead to the conclusion that the interests of the officer rather than those of the State were considered in the arrangement.

See Memorial,
19 October 1790,
Cons. 20 October
1790, No. 41.

Cons., dated 19
October 1790,
No. 11.

I find from Colonel Frith's own memorial that Mr. Macpherson, who succeeded Warren Hastings, and Mr. Stubbs, disavowed any knowledge of Colonel Frith's appointment, and in doing so refused their sanction to the Vizier's payment of the allowances annexed to it. I find in the Extract of Proceedings of the Governor General in Council in the Secret Department, 3rd May, 1785, the following entry: "Captain Frith, commanding four battalions of sepoys, in lieu of all charges and contingencies whatever, 5,000 rupees per mensem." "The Board know nothing of Captain Frith's appointment, and cannot therefore authorise the allowance." Also, the following extract of a letter in the Secret Department, to the Honourable Court of Directors, dated 31st July, 1785, para. 8: "The Governor General's agent has been directed to acquaint the Vizier that the salaries paid to Captain Frith cannot be authorised." Surely if, after this letter, Captain Frith thought fit to continue in the employment of the Nawab Azoff Dowlah, and the latter chose to continue him there for another year, the salary cannot fairly be considered as a public debt, binding upon the revenues of his successors.

Correspondence as
before, page 8.
Report of the
Committee of
Correspondence,
dated 31 May 1822.

In 1790 a claim was brought forward by Major Darell for arrears of salary due to him from the Vizier, amounting to 98,000 rupees; the Government determined "that as it came in every respect under the description of a private debt, it would be no less improper with regard to the Vizier than derogatory to the dignity of the Government, to take any concern in soliciting the payment of it, and of this decision the Court approved."

The claim of Colonel Frith was considered by the Committee of Correspondence to be similar in its nature to that of Major Darell.† If the debt was a private debt, it cannot, I think, constitute a valid claim against the revenues of Oude, in the hands of the East India Company, looking upon them in the character of successors, and still less so if they are to be looked upon as the paramount power.

For the above reasons I recommend that Mr. Frith's claim be rejected altogether.

CAPTAIN PRENDERGAST'S CLAIM.

This is the old claim of the Dosses. It has been referred to the Honourable Court of Directors. I do not think that there is any obligation to pay it, and if necessary I would recommend the Honourable Court to reject it; but I presume the Government must wait until they receive an intimation from the Honourable Court. The case is fully considered in the correspondence above referred to, a very interesting paper; and also in the 6th vol. of Thornton's History of India, p. 1. In the debate in the House of Lords on the 5th May 1834, Lord Ellenborough declared that the then agent of the claimant, Mr. Prendergast, was more than an agent, and has stated that it was generally believed, indeed that it was notorious, that he purchased the whole or part of the private claim of the party in whose name he offered. He considered that the purchase was unlawful by the spirit and letter of the statute 37 Geo. 3, c. 142, and said that the letter forwarded by the Board of Control to the Court of Directors was an illegal letter. "It was in favour of a claim which was entirely void by the English law; it was in favour of an individual who claimed by virtue of having purchased the bond, which purchase was a misdemeanor."

See 6, Thornton's
India, pp. 12, 13,
14.

The Lord Chancellor denied that Mr. Prendergast had purchased the claim of those whom he proposed to represent.

It

* In the account sent in by Captain Frith in 1790 he made no claim for interest, on the arrears of salary said to have become due in July 1786; although he said it was in fact equitably due.

† See also extract from letter from Honourable Court of Directors, No. , dated 25 October 1820, Military Department, p. 86; also, Extract of Proceedings, Government of India, Foreign Department, 20 October 1790.

It appears now from the present memorial, that upon the death of Mr. Prendergast in 1834, his representatives, viz., the present claimant, and his mother and brother, were by fresh powers of attorney invested with the same powers and under the same obligations as his father.

It is a remarkable fact, if Mr. Prendergast had no interest in the debt, that his widow and two sons should be appointed agents in his place.

The appointment of Mr. Prendergast's representatives, including his widow, as agents in his place, is much more consistent with the fact of Mr. Prendergast's having had an interest in the debt than with that of his having been a mere agent.

Who are the supposed representatives of the Dosses at the present time does not appear. The claim is made as agent under a power said to have been executed in 1834.

If this debt were now to be paid, I expect the heirs of the Dosses would have a very small share of it.

Possibly if the agent were asked, he could not state who are the present heirs of the Dosses.

If the debt was purchased by Mr. Prendergast, I suspect he gave a very small sum for it, as is usual in such cases.

CLAIM of the REV. JAMES FENDAL, Executor of Mrs. E. GRANT, Widow and Executrix of ROBERT GRANT, deceased.

The sum claimed is 90,265 sicca rupees, with interest at 12 per cent., as a loan given by Azoff-ul-Dowlah, dated 12th December 1783, and for salary due from the nawab-vizier, to Mr. Grant as assistant to the Resident.*

* See list of documents, No. 8.

In consideration of the bond is alleged to be a house sold to the vizier, and money received by the vizier on some tunkah given by the nawab of Muzuffur Jung, a tributary chief of Oude, for certain merchandize sold to him by Mr. Grant. It is stated that Azoff-ul-Dowlah received the amount of the tunkahs on account of Mr. Grant, to obviate inconvenience, but never paid over the money to him. I would reject the claim altogether.

I presume this is the same Mr. Grant who is said to have been entitled to a share of the bond given to Colonel Frith. His name is not inserted in the list of creditors sent by the minister to Mr. Cherry in 1795. It appears from the petition that Mr. Grant in 1783 entered the service of the East India Company, and was appointed assistant to the British Resident at Lucknow; that shortly after the transaction in question, he was removed by Government from Lucknow at 48 hours' notice; that he petitioned in vain to be allowed to return to Lucknow to arrange his affairs, but that no reply was vouchsafed. A list of documents is annexed to the memorial, but they are not sent (*see* Mr. Jennings' letter). I would reject the claim altogether. I scarcely think that the claimant can be serious in supposing that it will be paid.

CLAIM of the Dowager Lady DARELL as Representative of Sir HENRY VERELST DARELL.

This claim is made by Lady Darell as representing Major Darell.†

The claim is for 98,000 sicca rupees due on seven bonds alleged to have been given by Azoff-ul-Dowlah to Major Darell for arrears of pay as aide-de-camp to the nawab-vizier from 1779 to 1783.

Six of the bonds for 90,000 sicca rupees bear interest at 12 per cent., the other does not bear interest.

This debt, as shown above, has always been treated as a private debt.

Major Darell's name was not in the list of creditors sent in to Mr. Cherry in 1795, and I would reject the claim altogether.

(signed) *Barnes Peacock.*

† Major Darell was formerly Aid-de-Camp to Sir Eyre Coote, Commander-in-Chief, but resigned that appointment upon obtaining the appointment of Aid-de-Camp to the Vizier.

POLITICAL DEPARTMENT.

EXTRACT DESPATCH from the Secretary of State for *India* to the Governor General of *India* in Council, dated 24 December (No. 141) 1861.

Letter, dated
7 September 1861,
No. 141, Claims
against the late
Native Govern-
ment of Oude.

2. I have received the explanation afforded, of the manner in which the investigation into the claims against the late native Government of Oude, reported upon in your letter of 17th May 1859, was conducted, and I am satisfied with the recorded results. I hope soon to receive a report upon the other cases, which you had instructed Mr. E. C. Bayley to inquire into on the spot.

EAST INDIA (OUDE CLAIMS).

COPY of a LETTER from the Governor General of *India* in Council, dated 7 September 1861, in reply to a LETTER from the Secretary of State for *India*, dated 26 May 1860, on the subject of certain CLAIMS against the late NATIVE STATE of Oude, and of any REPLY thereto from the Secretary of State.

(*Colonel French.*)

Ordered, by The House of Commons, to be Printed,
14 February 1862.

EAST INDIA (OUDE CLAIMS).

RETURN to an Address of the Honourable The House of Commons,
dated 10 July 1862;—for,

“COPY of any REPORT from Mr. *E. C. Bayley*, Extra Judicial Commissioner of *Oude*, to the Chief Commissioner of *Oude*, on the subject of certain CLAIMS against the late NATIVE GOVERNMENT of *Oude*.”

India Office, }
11 July 1862. }

J. W. KAYE,
Secretary, Political Department.

From *Charles Currie*, Esq., Secretary to the Chief Commissioner, Oudh, to the Secretary to Government of India, Foreign Department, No. 609; dated Lucknow, 17 March 1862.

Sir,

WITH reference to your letter, No. 5154, dated the 7th September last, I am directed by the Officiating Chief Commissioner to forward copy of a Report by Mr. Bayley, Extra Judicial Commissioner, dated the 25th January, with its enclosures in original, on the claims of Captain Edwards, Major Webber, and Mr. Clarke, on Her Majesty's Government, on account of the late native Government of Oudh.

2. The Chief Commissioner desires me to intimate that the inquiry seems to be as complete as it could be done; Mr. Bayley's arguments against the responsibility of the British Government conclusive.

From *E. C. Bayley*, Esq., Extra Judicial Commissioner for Oudh, to *Charles Currie*, Esq., Secretary to the Government of Oudh, Lucknow.

Sir,

I HAVE the honour to submit herewith, as instructed by the Government of India, a report upon the three cases noted in the margin, which claims have been urged upon Her Majesty's Government in England on account of the late native Government of Oudh.

- 1. Captain Edwards.
- 2. Major Webber.
- 3. Mr. Clarke.

You are aware that, in accordance with my instructions, I proceeded to Lucknow, and conducted my inquiries, in the first instance, upon the spot.

As none of the parties interested in these claims were represented in India, I had upon their part no indication of the direction in which evidence was to be sought.

I was therefore compelled to rely upon the assistance of the district authorities, and upon my own previous information, as the guides of my inquiry.

Mr. Capper, the Deputy Commissioner, made, I am bound to acknowledge, the most careful research for any still existing evidence. Moreover, as I had already become acquainted, during my previous residence at Lucknow, with most of the surviving nobles of the old court, and with the leading partners of the chief firms of any standing in the city, most of these called to see me upon my return to the place. I endeavoured, by personal inquiries from these persons, to obtain any information available. That Mr. Capper's researches and my own were almost totally fruitless is to be attributed to two causes: one, the great length of time which has elapsed since the transactions out of which the claims

urged originally arose; the other cause of failure was the Mutiny. Both have contributed to the extinction of all evidence, whether oral or documentary. As to the former, I was unable to find a single man who had any personal knowledge of the events connected even with the most recent of these claims (that of Mr. Clarke), for though a few very old men remembered Mr. Clarke's name, or had been even cognisant, by general rumour, of the fact of his expulsion from Oudh, yet I could not discover one who was acquainted with them save by hearsay, still less any one who could throw any light on the pecuniary questions which form the subject matter of his claim.

The oral evidence which I have recorded as to Major Webber's claim is brought forward, rather to show that no available source of information has been neglected, than as of much intrinsic value: it would not, in fact, be received by any regular court of law.

As to documentary evidence, some has doubtless perished by mere lapse of years, but to the Mutiny the destruction of evidence of this nature is chiefly to be attributed.

The city of Lucknow was, in fact, on its re-capture, abandoned by almost every inhabitant of wealth or position, and was subjected to plunder, not only by the troops, but by hordes of reckless robbers of all sorts, and as much at least was destroyed as was plundered.

There is no question that the records of the old Government perished on this occasion, if not at an earlier period. I learn from Mr. St. Clair Williams, who was personally cognisant of the fact, that (except a small portion relating to revenue matters which had been made over to the new British authorities), these records remained up to the Mutiny in their ancient repositories. They were left uncared for in the turbulent period during which the rebels held the city, and in the confusion of its recapture.

When order was restored diligent search was made for all former records, but, except a few fragments of little value, sufficient merely to show the destruction which had occurred, no trace of them could be found.

It is notorious also that a vast number of private papers similarly perished. A few only of the more wealthy and powerful of the mercantile classes succeeded in preserving a portion of their trade books by either burying them or conveying them out of the city; but these, so far as it was supposed possible that they could throw light on the claims at issue, were examined without result, under Mr. Capper's directions.

The Chief Commissioner will therefore understand that my present report must be mainly based on the evidence which was available in the records of Government before I commenced my inquiry; and, as I shall have occasion to show, even this, unfortunately, is not as full as could be wished, and leaves in doubt some questions on which further information would be of value.

Having thus explained the nature of the evidence available, I now proceed to describe the three claims, and the facts which I have been able to collect regarding them.

It is my purpose next to examine the legal character of each claim as against Her Majesty's Government, and, lastly, to consider how far there are any peculiar features in each case to entitle the claimants to the consideration or indulgence of the British Government apart from any claim which could be enforced at law.

The first case which I shall examine is that of Captain Edwards. It is stated to rest upon a bond given by the Vizier Asuf-ood-dowlah, in 1781, to Captain Edwards, for arrears of pay.

The bond itself does not form any portion of the papers submitted to me; it is stated to have been registered before Mr. William Jackson, notary public, in 1784, but though I have caused a search to be made in the records of the Supreme Court, I have only succeeded in recovering the first volume of that gentleman's registrations for 1784, and it does not contain any copy of the deed in question.

I do not, however, think it improbable that the bond was given, and my chief object in searching for it was to discover the amount of the claim.

This amount does not appear on any portion of the record, and seems, indeed, to have been unknown to the authorities at the East India House in 1857, for it is not inserted in the list of claims furnished as a return to Parliament in April of that year, while the amount of most of the other claims is given.

Captain Edwards's memorial, sent out to India by the Court of Directors in 1790, did, I presume, give this and other details of his claim; but though the

Despatch

Despatch exists, the memorial itself is missing from the records of the Military Department.

The bond, however, is described as having been for arrears of pay accruing to Captain Edwards while serving as aid-de-camp to the Nawab, and the salary which Captain Edwards drew in that appointment was, I conclude, 5,002 rupees a month; that was at least the salary drawn, about the same time in the same appointment by Captains Frith and Darell.* This office Captain Edwards held (as is shown below) for about two years, and I presume therefore that a lakh of rupees is the utmost limit to which his claim for arrears of pay could probably reach.

Captain Edwards in his memorial states, that he was appointed to the Nawab's service in 1777 as a lieutenant, and in 1780† as aid-de-camp to the Nawab, and that he was recalled in 1781 by the British Government.

He states that he was appointed "at the request of the Nawab:" the memorial of his heirs states "that he entered the Oudh service by the orders of the Supreme Government."

The truth seems to be, that he entered upon his appointment as lieutenant "by the orders of the Supreme Government," and that in that capacity he was re-transferred, together with the troops to which he was attached, to the direct service of the British Government, and that he again entered the service of the Nawab as aid-de-camp in 1780, "at the request of the Nawab," and of his own free will.

In order to explain this, a brief reference to the history of what was at the time called the "Temporary Brigade" is requisite.

By the treaty of Fyzabad in 1775, the British Government undertook to defend the chief portion of the Nawab's dominions, and to maintain a certain subsidiary force for the purpose.

By Article VII. of that treaty, the Nawab was empowered to call for further assistance on paying for it. The Nawab was at first unwilling to do this, but at last, finding himself altogether unable to defend his dominions, or control his own subjects, he applied for assistance in the shape which he considered least objectionable, viz., in the shape of European officers to command and discipline a portion of the troops in his own pay.

Consultation,
November 29,
1795.

This was granted (14th December 1795) according to a detailed plan proposed by General Clavering, with the stipulation that the British Government should retain the power of recalling the officers; but this plan did not provide for aides-de-camp to the Nawab.

Early in 1796 the troops, to which the officers were posted, mutinied, were disbanded, and other regiments raised in their room.

These troops were, however, considered as entirely under the Nawab, and when it was found necessary to appoint an accountant general and two additional medical men (and this was done without the Nawab's specific request), General Clavering, in his Minute of the 17th February 1777, very strongly protested, and wrote as follows:—

"Every part of the establishment of troops commanded by British officers was recommended by the Nawab himself to this Government. The Board afterwards took the propositions into consideration, and admitted or refused them as they deemed calculated for the mutual interest of the two Governments."

And in deference to General Clavering's protest, it was ultimately agreed that this course should be for the future followed, although the Board, if they considered it necessary, might propose also to the Nawab any measures they considered necessary.

Mr. Francis, concurring in the general propriety of this arrangement, considered it a mere form. It did not prove so, however, for several measures were subsequently suggested to the Nawab, and did not meet with his approval, as Mr. Callings's proposal to contract for horses (which elicited General Clavering's Minute), and the establishment of Captain Osborne's additional force, which was first refused by the Nawab, then yielded to the earnest recommendation of the Board; and when subsequently this force was disbanded at the Nawab's request,

* Captain Darell was removed from a similar office at the same time with Captain Edwards. He had held it a year longer than Captain Edwards, and his claim was 98,000 rupees.

† In his evidence on Hastings' trial, Captain Edwards states that he held this office first early in 1780, or at the close of 1779. There is no correspondence as to the actual appointment extant. It is probable that it took place in January 1780.

* Consultation,
15 February 1778.

request, he resolutely refused all recommendation to re-establish it.* But subsequently the troops raised in 1776 were in 1778† transferred with their officers to the direct service of the East India Company, though still paid by the Nawab, and remained on that footing till, by the treaty of Chunar, the burden was transferred to the East India Company, whose troops the "Temporary Brigade," as it was called, then exclusively became.

It was in this Temporary Brigade that Captain Edwards first served, and his name will be found among the lieutenants in the list which is appended to the Governor General's Minute of the 4th August 1778.

These troops were therefore, after 1778, altogether in a different position; they became troops of the Company, serving in the Nawab's territory, and, as such, the arrears due to them were secured by the treaty of 1787, concluded by Lord Cornwallis.

The Court of Directors in 1790 considered that perhaps Captain Edwards's claim for arrears was included under this category, but this the Bengal Government in their letter, in reply, denied, saying "that these arrears accrued while Captain Edwards was permitted by this Government to remain in his Excellency's (the Nawab's) service, and they therefore consider that the amount can be looked upon in no other light than that of a private debt due by the Vizier to Captain Edwards, concerning the liquidation of which it would be indecent and unjustifiable to use the least interference."

These arrears accumulated, by Captain Edwards's showing, while he was serving as aid-de-camp to the Nawab. It is therefore clear that, in the opinion of the Bengal Government, Captain Edwards, while serving the Nawab as aid-de-camp, was not acting with, or on the same footing as, their troops, but for military purposes to the Nawab; but that his nomination to that appointment was considered to be the result of a private arrangement between the Nawab and Captain Edwards, and that the only action of the British Government in the matter was, that of acquiescing in the arranging and permitting, as a matter of indulgence, Captain Edwards to retain his rank and position in their own service.

In fact, Captain Darell, who held a precisely similar appointment, gives an account of the mode in which he was nominated to it; that is to say, he states that the Nawab Vizier applied to the British Government for his individual services, and that they were granted to him.‡

It is true, Captain Darell says, that the Nawab's application was made at the personal request of the Commander-in-Chief, Sir Eyre Coote, who, in requesting it, was influenced by considerations of public convenience; but this was an entirely unofficial transaction, and was justly held to give no official colour to the appointment.

Moreover, it is clear that the Government of Mr. Warren Hastings, under which all these appointments were originally made, considered them entirely in the light of unofficial and private transactions.

For when, by the treaty of Chunar, in 1781, the British troops were to a considerable extent withdrawn from the Vizier's territories, Mr. Warren Hastings at the same time issued the most positive instructions§ to the Resident, Mr. Middleton, to remove all persons, either British subjects, or under the orders of the East India Company, who held no official situations under the orders of the British Government (the words are, "except the officers and soldiers of the army acting in their duty, and such persons as are officially appointed to remain there"); and in a very emphatic repetition of these orders in July 1782, he especially names Captain Darell as a person affected by this order, granting him leave to remain at Lucknow for a brief period, on account of his health.||

It

§ See Appendix
(A.)

† This transfer was the subject of a vehement dispute between Mr. Warren Hastings and the majority of his council, Mr. Francis and General Clavering. See consultation of 19 May and 4 August 1778.

‡ This was expressly stated by the Governor General to be the footing on which, in 1814, Dr. Law and Captain Macleod were employed by the Nawab. Of both of these gentlemen the Secretary speaks in his letter to Captain Macleod, dated 12th November (Consultation, March 18th, 1815,) "as the part which the British Government had in four several appointments was no more than simply an acquiescence in Nawab Vizier's temporarily employing each of you."

|| The only exceptions to this rule were Colonel Polier and Claude Martin. See the Appendix to the consultations of 12th June and 28th July 1783. It would appear that Captain Edwards must have left Lucknow by the end of 1781, inasmuch as, writing on the 23d September of that year, Mr. Hastings desired that the persons affected by his order should quit within three months.

It would appear, therefore, that the situation of the gentlemen who acted as aides-de-camp to the Nawab Vizier was entirely voluntary; that it was not in pursuance of any order from, or in any way for the furtherance of the interests of, the British Government; that their services were, in fact, lent to the Nawab as a favour to him, and an indulgence to themselves.

There is, however, one matter besides which requires explanation, and which arises also in Major Webber's case. In 1796, the resident drew up an account of the Nawab's debts, and of these a great portion was shown to be due to British officers. A composition was offered to, and accepted by, all these creditors (with two exceptions), but in the list of debts neither the names of Captain Edwards nor of Major Webber appear.

The Committee of Correspondence in the India House, in their Report (p. 6 of the Banker's case), state that the amount of these debts, 1,02,40,120 rupees, was exclusive of "75 lakhs for salaries to officers."

In a memorial put forward by Mr. W. H. Frith, it is suggested that this latter sum may cover such claims as the present. I have, however, consulted the letter on which the assertion of the Committee of Correspondence is based, that is, a letter from the Resident, dated 4th November 1795, and I find that the original words of the letter run thus: "I am informed by Rajah Tickait Roy that, notwithstanding the declared appropriation of the amount of these debts to the expenses of the Sirkar, &c., there are arrears due to the various departments of the Government, the tunkadar pensioners, the troops, and other regular demands, of near 75 lakhs more."

The only words which could be applicable to cases like the present one are those relating to "troops," but arrears due to these, it will be observed, formed only a small portion of the sum mentioned, and could hardly have included such large claims as those of Major Webber, Captain Edwards, Captain Frith, &c. In fact, in the detail of this account, forwarded in the Resident's letter of the 14th of April, the entire of these arrears is proved only to amount to 61,32,006 rupees, and of this only about 76,000 rupees are set as due to "cavalry" (for six months' arrears), while Major Webber's claim alone amounts to about five lakhs.

I believe, however, the real explanation of this fact to be, that the whole of the accounts to which Mr. Cherry's correspondence in 1796 refers are only those of Rajah Tickait Roy's administration, viz, of the 3½ years antecedent to the date of the Resident's letter.

He does in fact say as much in his letter to the Vizier, under date the 3d April 1796, paragraph 2:—"Having, in pursuance of that system of confidence so happily established, since I have had the honour to attend your Excellency, received the accounts, jumma khurch, of your Government during the administration of Rajah Tickait Roy, in order to afford you the necessary assistance in the future regulation of the affairs of your Government, I have now the honour to lay before you general abstracts of the jumma and khurch of that period, from which it appears that the expenses of your Government have exceeded the income by the sum of Rs. 1,04,02,375. 12., of which Rs. 2,84,903. 9. are due to Tickait Roy on closing these accounts, and the sum of Rs. 1,01,17,472. 3. 3. is the debt due by your Government, exclusive of Rs. 1,98,172. 10. to release jewels deposited by Hyderbeg Khan, and a sum still due on account of his administration, making the whole debt amount to Rs. 1,03,15,644. 13. 3."

The detail of the debts, as given in the Resident's letter of 14th April 1796, closely corresponds with this account, though the total slightly exceeds that above given, being, exclusive of Hyderbeg Khan's due, 1,02,40,120 rupees.

The real facts of the case seem to be that the Resident's object in 1796 was to reinstate Tickait Roy in the office of Dewan, and to initiate through him certain reforms in the permanent administration of the State. His inquiries, therefore, were directed only to Tickait Roy's past administration, and to the refutation of the charges which had been brought against him to the Nawab Vizier. No inquiry into any debts accruing anterior to his administration was the object of the Resident, nor does any such inquiry appear to have been instituted.

The absence, therefore, of any mention of these two creditors in the arrangement of 1796 does not seem to be necessarily conclusive against the merits of these claims in any way.

It is, therefore, as regards the facts of Captain Edwards's claim, justly clear that, although the amount of it cannot be exactly ascertained, it was almost certainly

tainly under a lakh of rupees, and that it was fairly due to him from Asuf-ood-dowlah on account of services rendered by Captain Edwards; that it was not discharged in 1796, and that this latter fact does not seem to have arisen from any fault of the creditors, but that it seems certain that the footing on which Captain Edwards stood at the time in the Nawab's service was a voluntary one, that is to say, that it was the result of a private arrangement between the vizier and himself, with the permission only, and not under the orders, of the British Government, nor by its desire, nor for its immediate purposes.

I now proceed to describe the claim made by Major Webber, which stands altogether on a different footing. It is for advances alleged to have been made by him to purchase saddlery and other necessities for his regiment of cavalry in the Nawab's service, and also of a balance due on a contract to supply it with horses.

His own account of it, contained in his letter of the 27th July 1778, is that, being in 1776 appointed to command a regiment of cavalry, he found on joining that "the state of the Nawab's finances were so low as totally to incapacitate him from raising the troops then wanted."

In this situation Major Webber goes on to say, "I proposed to his Excellency, through the Resident, to advance the money necessary for the purchase of the horses, an offer which was readily accepted of, and a contract was entered into, on the part of the Nawab accordingly for 750 horses, at the rate of 600 rupees a horse. A copy of the contract accompanies this address for your particular information.

The faith of Government being thus engaged, I borrowed money in different quarters, and raised and completed my regiment in performance of my contract."

Major Webber subjoins to this letter three accounts: one, a general account current; a second, a particular account of the horse contract; the third, a similar one as to the other disbursements. I insert here a transcript of the former.

His Excellency the Vizier *Asuf-ood-dowlah* in Account Current with Major *James Webber*.

Dr.		Cr.	
1776:	R. a. p.	1777:	R. a. p.
15 March - To the amount of a regiment of horse, in No. 750, supplied him at 600 rupees each horse, agreeably to contract -	4,50,000 - -	15 April - By cash received of Mr. Middleton - - -	50,000 - -
Interest thereon for one year, at 12 per cent. per annum - - - -	54,000 - -	Ditto interest from the 15th April 1777, to the 15th March 1778, is 11 months, at 12 per cent. per annum - - - -	5,500 - -
Interest thereon for one year, at 12 per cent. per annum, to 15th March 1778 - - - -	60,480 - -		55,500 - -
	5,64,480 - -	1 Sept. - By cash received of Mr. Middleton in further payment - - - -	50,000 - -
Interest thereon for one year, at 12 per cent. per annum, from 15th March 1778, to July 15th instant, - - - -	22,579 3 -	Interest thereon from this date to the 15th March 1778, is 6 1/2 months, at 12 per cent. per annum - - - -	3,250 - -
	5,87,059 3 -		53,250 - -
To the amount of my disbursements in supplying and providing the above-mentioned regiment of horse with accoutrements, &c., as per separate accounts containing the particulars thereof, viz: -		By interest on the above sum from 15th March 1778, to 15th July instant, is four months, at 12 per cent. per annum - - - -	4,350 - -
Account No. 1, for saddlery and accoutrements, amounting to - - - -	49,776 3 6		1,13,100 - -
Account No. 2, for horse clothing, &c. - - - -	8,018 9 6	Balance due to me on the 15th July instant - - - -	5,31,754 - -
	57,794 13 -		
Lucknow Sicca Rupees - - - -	6,44,854 - -		
		Lucknow Sicca Rupees - - - -	6,44,854 - -

Calcutta, 15 July 1778.

E. E.
(signed) J. Webber.

* The particular accounts show that these sums include interest charged on the original disbursements.

By this it will be seen that Major Webber's claim amounted to 5,31,754 rupees, inclusive of interest up to the 15th July 1778.

The claim was submitted to the Governor General in Council, and the following order was passed upon it unanimously on the 17th August 1778:—

“The second article in Captain Marsack's account current with the paymaster of the Nawab's troops is introduced as a balance of a former account settled, and was thus admitted without examination, and ordered by the Board to be discharged. I now find that this balance includes Captain Marsack's demand for the purchase of horses on contract, and as it has been thus allowed to him, Lieutenant Colonel Goddard and Major Webber are certainly entitled to receive theirs, taking it for granted that they have performed the condition agreeably to the terms of their contract.

“Major Webber's other claims for providing accoutrements, horse clothing, &c., for his regiment being of a similar nature to those admitted by the Board in Captain Marsack's accounts, should certainly be adjusted on the same conditions.”

The conditions insisted upon in Captain Marsack's case were as follows (Resolution, 3d July 1778):—

“The charge of interest on the several sums disbursed for military services was rejected by the Board as unprecedented. But Captain Marsack having advanced the money from his own funds by the Nawab's order, and upon his express engagement to allow an interest of one per cent. per mensem, I think him as fully and justly entitled to receive it as any other part of his demand.

“The 3rd and 4th Articles are for saddles and other furniture supplied to his regiment by the Nawab's orders, conveyed through the Resident by Mr. Bristow. Captain Marsack now delivers in two separate accounts of this charge, and declares upon his honour that the sums set against the respective articles were *bonâ fide* expended for them. Although these amounts want the sanction of vouchers and of official forms, yet as the articles are of such a nature as not to have admitted of the former being procured, and were supplied before an officer was appointed to command the Nawab's troops under British officers, or the office of auditor of accounts was established, which prevented his obtaining the latter, and as Captain Marsack has now solemnly pledged his honour to the Board for the actual expenditure of the sums as specified in the accounts, I think that the amount of the bills, with a commission of 15 per cent. for his trouble and risk, may be allowed him.”

This order is drafted by Mr. Hastings and countersigned by Mr. Barwell, who adds, “I agree, satisfied of the justness of Captain Marsack's demands.”*

Hence it is to be gathered that Major Webber's claims were to be settled on the same conditions as those of Captain Marsack, and that the terms allowed to that officer were:

I. That the horse contract should be allowed, taking it for granted “that he had performed the conditions agreeably to the terms of his contract.”

II. That interest should not be allowed on his advances, unless specially promised by the Nawab.

III. That the principal of such sums, with 15 per cent. commission, should be allowed, on condition that he pledged his honour that the amounts charged had been expended for the articles as specified.

It is perhaps not altogether immaterial to remark that, although the document submitted by Major Webber as containing the contract between the Nawab and himself appears to have been accepted by the Governor General in that light, it may, nevertheless, also be construed in a totally different sense, and as merely authorizing the purchase of 750 horses at a maximum price of 600 rupees, including all expenses. It is, however, also quite possible that it was intended to create a contract.

It remains, therefore, to consider what evidence there is that Major Webber completed his contract, that the Nawab authorized him to charge interest, and, thirdly,

* Mr. Wheler refers it to the other members of the Board, who, however, do not seem to have signed it.

thirdly, that he made the requisite declaration upon honour to cover the disbursements for accoutrements, &c.

So far as I can discover, there is nothing to show that Major Webber completed his contract, beyond the assertions in his letter setting forth his claim, viz., that he "raised and completed" the regiment according to his contract.

And again, "with respect to the price of the horses, it is charged exactly conformably to the terms of my contract with the Nawab," and the account thereof will be found in every respect to correspond with the Resident's public accounts.

As to the declaration on honour required by the Government, there is no positive evidence that such was given. It is true that Major Webber goes on after the paragraph above quoted to say:—

"With respect to the particular items of my disbursements for clothing, &c., they simply contain my actual disbursements, and I solemnly declare to you that I do not and have not derived any advantage therefrom, and that the several charges therein are considerably lower than that fixed by the Resident at the time I received the orders for supplying them."

It would seem, however, that the Government were not satisfied with this declaration, and required a more distinct asseveration upon honour. I cannot find that this was ever furnished. The reason which apparently influenced the Government to adopt this course, I shall proceed to show.

Before doing this, however, I must state that, as to the permission to Major Webber of the Nawab to charge interest on his advances, there seems also to be no proof whatever; indeed there is nothing to show that he was authorized to make advances at all, except the inference which may be drawn from Major Webber's own statement above quoted, that he had "orders for supplying the articles."

But it would appear that the reason which induced Government to demand a distinct specific assurance from Major Webber, beyond the somewhat loosely-expressed statements of his letter as given above, was, that his integrity had been already suspected by the Governor General.

I gather this from the Minute No. 12, on the Consultation of the 19th May 1777. In this, General Clavering, after discussing the Governor General's proposal to re-cast the audit department of the Nawab's force, together with the force itself, and after noticing Mr. Warren Hastings' remarks on the utter want of correct accounts of the past expenses of this force, and on the evil of such irregularity, goes on to say—"If Colonel Goddard has abused his trust, or Captain Webber (to criminate whom was the professed object in calling for this account), has raised the large fortune the Governor General once ascribed to him, let each of them answer for it. But the Governor General's silence upon Captain Webber's particular account, at a time when he not only possesses the accounts, but is master of the whole country, to come at every possible information against him, and now recurring into general invective, affords a strong presumption that his intelligence is too void of foundation to be produced as a charge."

The deposition of Kootub-ood-deen Hossein, a witness discovered by Mr. Capper at Lucknow, gives some colour to these suspicions of Mr. Warren Hastings, for in it he expressly states that he had heard from his father, an old comrade and personal friend of Major Webber's, that the latter never raised his regiment to its full strength, and that he had bought at most 200 horses, and that Major Webber used to complain that the Nawab would only recognise his claim for the price of these at 400 rupees each, though Major Webber claimed to have been promised 600 rupees. The latter fact seems to indicate some dispute as to the interpretation of the document, on which the allegation of a contract is based, and this paper, as I have already pointed out, is quite open to various interpretations.

I have, however, remarked that the deposition of Kootub-ood-deen Hossein would scarcely be receivable as evidence in a court of law, nor should I have alluded to it did the claims now under discussion rest solely on a strictly legal basis, and did they not appear to be put forward in some degree as appeals to the equity and compassion of the British Government.

Even then I should have hesitated to quote such evidence, were it not to some extent confirmed and supported by other proofs.

This I find partly in the account itself.

Thus Major Webber enters the advance for the contract, and charges interest

on them from March 1776. Now his contract is not dated till four months later, so that this must at any rate be an overcharge, and if the account be inaccurate in any part, it is impossible to say to what extent the inaccuracy may not extend.

It would appear also from a letter from Colonel Goddard, dated 13th January 1777, and entered on the Consultation of 3d February 1777, that the Governor General had complained as to the delay in forming the cavalry regiments. Colonel Goddard indeed says :—"I beg leave to acquaint you that, prior to my arrival, Captain Webber's regiment was completed with horses." Now Colonel Goddard joined apparently early in July 1776 (his appointment is dated 17th June), but it appears from a letter, dated 13th March 1777 (Consultation, 31st March), that Colonel Goddard had never seen Major Webber's regiment up to that date, and it is to be remembered that the Governor General had considered Colonel Goddard as not himself free from the charge of abusing his trust. At a somewhat later date the Commander-in-Chief speaks of Major Webber's regiments only as "nearly complete." In the Governor General's subsequent Minute, of 19th May 1778, he says that it had been "impossible up to that time to raise a body of horse sufficient for any effective service." This was said in reference to, and as an argument in favour of, a proposal to raise for the future "Moogul troops" or irregular horse, in preference to regular horse, of which Major Webber's regiment consisted. General Clavering and Mr. Francis, who criticised Mr. Hastings' proposals, and especially this proposal, very severely, do not dispute the fact, though they deny the inference drawn from it; and this fact could hardly have been urged if Major Webber's regiment had then even been complete and effective.

But whatever its original character, there can, I think, be no doubt from other grounds that the Government of the day considered Major Webber's claim extravagant,* and therefore insisted upon the guarantees above described. I cannot find, as I have already said, that these guarantees were ever given. Moreover, in the account of payments forwarded by the Resident in his letter of the 17th February 1777, and therefore anterior to the date of Major Webber's claim, various sums are noted as issued to Captain Webber, amounting to nearly three lakhs and fifty thousand rupees. It is not, indeed, stated on what account these payments were made, still it seems hardly probable that, after such large payments, the balance due to Major Webber on his total accounts could have been as large as he represented, for his regiment had then (*i. e.*, on the 17th February 1777) been only a year at most embodied.

Moreover, I find that, in a subsequent arrangement proposed by the Resident for the discharge of the Vizier's debts, the sum due to Major Webber is distinctly stated as 2,49,611 rupees. For this sum an assignment was granted by the Nawab (Mr. Purlings' letter, 3d February 1780, on the Consultation of 3d April 1780), on certain Jagheerdars whose jagheers the Nawab intended to resume. It would seem, however, that the Resident was desired not to do anything to raise the question of these resumptions, and that, consequently, these assignments remained unpaid.

Still it may be inferred that the outside sum really due to Major Webber cannot ever have exceeded two lakhs and a half, and that, therefore, his claim, as propounded in his letter, is at least grossly inaccurate and exaggerated.

Lastly, there is no doubt that Major Webber did not himself advance the money from his own resources, but that it was the property of bankers from whom he borrowed it, and it is not anywhere urged or proved that he repaid the money, or any part of it, to these men, or to their representatives.

In fact, it is improbable that he did so, for they would ordinarily be residents in the Nawab's dominions, who had at the time no means of enforcing their demands, save through the Nawab or the Resident, who would hardly, under the circumstance, have supported their claims as against Major Webber until the latter was himself paid.

In conclusion, therefore, of the facts of Major Webber's case, I believe that his claim was certainly, if not altogether fraudulent, greatly exaggerated in its amount.

* Of the gross total of the claim, 16,44,854 rupees, no less than 1,45,677 is interest, which, as seen above, was somewhere expressly guaranteed an inadmissible claim.

amount. That even if to some extent *bond fide*, the advances upon which it is founded were made voluntarily by Major Webber in his personal capacity, not necessarily in consequence of his official position; that they were in no respect made in the interest or for the purposes of the British Government, and moreover that they were certainly made not out of Major Webber's own resources, but with borrowed money, which there is nothing to show that Major Webber ever repaid.

On the other hand, as respects the omission of this claim from the list of debts presented by the Resident in 1796, Major Webber stands on precisely the same footing as Captain Edwards, that is to say, that the omission by itself cannot, I think, be taken as any evidence against the claim, or as proof that it had been discharged previously.

I now come to the facts of Mr. Clarke's case, and so far as these relate to his connection with the service of the Nawab Vizier and his removal from it, there seems to be little to add to, or to alter in, his own story as given in his memorials.

I subjoin in an appendix (D.) extracts from the private diary of the Marquis of Hastings, which give pretty nearly the same view of the transaction as Mr. Clarke does, and the official records, which I also transmit, further confirm it.

To state the facts briefly, Mr. Clarke had, with the acquiescence of the British Government (with which, however, he had no official connection), served the Nawab Vizier Saadut Alli as Aide-de-camp, and was retained in the same capacity by Ghazee-ood-deen Hyder, Saadut Alli's successor.

In October and November 1814, a short time after Saadut Alli's death, the then Governor General, Lord Moira, paid a visit to Lucknow.

Upon this occasion an intrigue was set on foot, having for its immediate object the removal from Lucknow of the British Resident, Major Baillie.

To this intrigue there can be no doubt that the Nawab Ghazee-ood-deen Hyder at first altogether lent his support, and Mr. Clarke was no doubt made a party to it, so far as to become the medium of a direct communication between the Nawab and the Governor General, independent of the Resident.

Subsequently, the Nawab abruptly withdrew from the intrigue, denied nearly all that he had previously advanced, and asserted that he had been duped by Mr. Clarke, and by Dr. Law and Captain Macleod, two officers belonging to the Company's service, who had been lent to the Nawab.

The Nawab expressed at the same time his desire to dismiss these gentlemen from his service, and to remove them from Oudh.

They were accordingly desired by the Governor General to withdraw from Oudh.

Mr. Clarke's claim arises out of this dismissal, and is for compensation, first, for a house of the alleged value of 32,000 rupees, which he asserts to have been his property, and which he declares to have been "sequestered officially" by order of the then Prime Minister, Agha Meer, and secondly, for the value of certain bonds, to the amount of Rs. 47,850. 11a., which had been given to Mr. Clarke, by one Mehndi Ally Khan, in acknowledgment of loans made to him, and which bonds Mr. Clarke states that he was unable, in consequence of his abrupt removal from Oudh, to enforce.

The Nawab persisted in vehemently asserting the alleged deception practised upon him by Captain Macleod, Messrs. Law and Clarke, but it will be seen by the letters addressed to the two former gentlemen by the Governor General (under date 12th November 1814, Consultation 7th March, Nos. 39 and 41), that he fully acquitted them of any unworthy motive or conduct, though considering that they had interfered in a political matter to an extent which, in their position, they were not warranted in doing.

Mr. Clarke was accused by the Nawab as being more directly implicated than the other two gentlemen, and the letter to his address from the Governor General does not perhaps so fully discuss his individual conduct, probably because there was less necessity for doing so, as he was not a servant of the British Government, for in his Minute of 30th November 1814 (Consultation 7th March, No. 49), the Governor General exculpates Mr. Clarke, perhaps more fully even than the other two gentlemen.

Indeed, there can be little doubt that the Nawab was, independently of any influence

influence exercised by them, incensed against the Resident, and as the Governor General intimates, not altogether without some show of cause, though probably chiefly by the instigation of Hakim Mehndee Alli Khan, a high official of the Lucknow Government, who had been recently disgraced through Colonel Baillie's influence.

It is to be observed that shortly after these occurrences, Colonel Baillie was removed from the office of Resident, in consequence of the intemperate and offensive tone of his remarks regarding them.

So far, therefore, as to the bare fact of Mr. Clarke's removal from Lucknow, and from the Nawab's service, it may be conceded that, according to the Governor General's decision, he was hardly treated, not indeed by the British Government, but by the Native Government, into whose service he had voluntarily entered.

Nevertheless, as to the particular pecuniary injuries which he alleges as having proceeded from that conduct, the case is not by any means so clear. While at Lucknow, I was unable to obtain any evidence as to the existence of any house built by, or belonging to, Mr. Clarke. One house, said to be of European construction, did, I heard, once exist in the direction which Mr. Clarke's description as given in his memorial would indicate, but it long since fell to ruin, and the canal now runs over its former site. Another passage in his letter to the Resident, of January 1815, would seem to indicate the house now used as the Judicial Commissioner's Office, but I could get no evidence to connect it with that building, which, moreover, could not have cost a third part of the money which Mr. Clarke declares was expended on his house. But wherever the house existed, there is not anything to show that it was Mr. Clarke's property. By his own statement, it is evident that the site was bought, and the whole, or nearly the whole, of the expenses of its construction borne by Saadut Alli Khan, the then Nawab. *Prima facie* therefore, and in the absence of any deed of gift or other proof of transfer to Mr. Clarke, it is to be presumed that the property remained vested in the Nawab.

Nay, as the Governor General's instructions to the Resident (No 43 of Consultation, 7th March 1815), regarding Mr. Clarke especially, direct him to protect not only Mr. Clarke's person, but his property, it is highly improbable that the latter should have been seized by the Nawab, or that, if it had, Mr. Clarke should not have remonstrated, or his remonstrances have procured him reparation. Mr. Clarke indeed seems, in January 1815, to have offered some house to the Nawab for sale through the Resident, but the Nawab declined to enter into any negotiation.

It is most probable that no formal conveyance of the property was ever made to Mr. Clarke, and that the house was claimed by the Nawab as Government property, and occupied by his orders as such. Some of the European gentlemen in the Nawab's service, I am told, occupied houses of their own, but others had official residences belonging to the Nawab assigned to them.

As to the bonds, the case seems still more doubtful. The bonds themselves are not forthcoming, and Mr. Clarke asserts that they were lost during the mutiny in 1857.

Admitting, however, that they once existed, it is nevertheless clear from Mr. Clarke's own statements that his loss upon them had little or no connection with his removal from Lucknow. As is stated in Colonel Baillie's explanation of 29th April 1815, paragraph 47 (Consultation 3rd November 1815, No. 5), the default on these bonds had already accrued several years anterior to Mr. Clarke's removal from Lucknow; indeed, that prior to the intrigue in which Mr. Clarke became involved, his claims had been laid before the Vizier by the Resident with a favourable opinion, and from the correspondence on the Consultation of 29th February 1815, it is manifest that the ground on which the Nawab excused himself from enforcing the claim was the absolute indigence of the debtor, which prevented the realization of the prior claims of the Oudh Government itself (Vizier's letter of 7th January); Mr. Clarke indeed asserts that the estate of the deceased was able to meet his claim, but he fully admits the fact that the Nawab had been unable to enforce his own, which was of larger amount.

The dispute, in fact, appears to have turned upon a very simple question totally unconnected with the cause of Mr. Clarke's removal, viz., upon the alleged

fraudulent transfer of the debtor's property to a third person;* and it would further appear that the alleged debtor either really could not pay any of the many heavy claims against him, or preferred dying in prison to doing so, for Mr. Clarke himself says in his Memorial, "Mirza Mehndec Ali having preferred, through obstinacy, to die in prison rather than part with money to pay what was just and due in large balances to the Sircar, and money borrowed from individuals, though ordered to pay."

The Resident, however, says that the debtor "died insolvent," and at any rate it is clear that, as the Oudh Government were unable to enforce their own demands, they can hardly be blamed for the failure of justice as regards those of Mr. Clarke, if the debtor was not really insolvent. He had, at any rate, evidently placed his property beyond the reach of the Oudh Government. It does not appear, moreover, that Mr. Clarke ever attempted, as he once proposed himself to do, to put the merits of the dispute to the issue of a trial in the courts of Oudh, which were certainly open to him, and which, whatever their character, were still the established courts of the country, and the recognised channels for dispensing justice.

Mr. Clarke, however, urges that "Agha Meer," who succeeded, after the intrigue already described, to the office of minister, "carried his enmity so far as to prevent the recovery of debts due to your memorialist."

There is nothing but Mr. Clarke's bare assertion to prove that Agha Meer interfered at all, and it seems pretty clear that such interference would have been purely superfluous under the circumstances above narrated.

But if even there had been an improper interference, it need not have necessarily prevented the recovery of the debt, for Agha Meer was disgraced and imprisoned within six months of his advancement to the post of Prime Minister (*see* P.S. to Resident's letter of 29th April 1815), and Colonel Baillie himself was removed within a year of Mr. Clarke's dismissal; but in truth, though he now appears to insinuate it, Mr. Clarke at the time, so far from accusing Colonel Baillie of obstructing his demands, publicly thanks him for his interference to protect his interests (Consultation, 24th July, No. 9).

It would seem, however, that Mr. Clarke builds his claim as against the Oudh Government, partly on the ground that the money which he had lent, had been employed by the debtor in paying revenue to the Native Government, and he alleges that the Nawab had given him a verbal promise of repayment on that account.

But this is a ground which can give Mr. Clarke no claim, either legal or equitable, against the Oudh Government, and even if the Nawab was, out of compassion at any time, moved to give Mr. Clarke any vague verbal assurance on the subject, it can have been but of his pure grace and favour, and as it is shown he was, or professed to be, afterwards so vehemently displeased with Mr. Clarke, he could hardly be expected to perform any such assurance, nor is it necessary to ascribe his failure to do so to the interference of Agha Meer or of any one else.

As regards the share which Mr. Clarke's personal absence from Lucknow had, in preventing his successfully prosecuting his claim, I would point out that, in the first place, the Governor General, while directing him to quit Oudh, expressly gave him time to wind up his pecuniary transactions, and that he certainly remained at Lucknow at least two months to do so (letter to Mr. Clarke, dated 12th November 1814; Consultation, 7th March, No. 40; Consultation, 26th December, 24th January, and 16th February). Moreover, it appears that he left behind him duly constituted agents, who could have taken any steps which it was competent for himself to take. One of these, Mr. Brandon, was subsequently, as is well known, at one time possessed of considerable influence at the Court of Oudh.

Whatever, therefore, may have been the hardship of Mr. Clarke's dismissal from Oudh, I do not think that it can be argued that pecuniary losses, which he alleges that he suffered, can be traced as any necessary consequence to that event.

It

* From Mr. Clarke's own Memorial also it is shown that the Vizier expressly denied his ability to enforce his claim as against this third party. Whatever property the latter possessed was, it would seem, in British territory, and there would have been doubtless, under these circumstances, however good the claim itself, some legal difficulty in the then state of the law in enforcing it, owing to the conflict of jurisdiction.

It further seems that Mr. Clarke applied for assistance generally. The Governor General declined to interfere, though (so Mr. Clarke says) privately promising acquiescence if the Nawab chose to grant any reparation to Mr. Clarke, or to restore him to his employment.

But as regards the debt of Mirza Mehndee Alli, the Governor General emphatically ruled it to be a case altogether without the sphere of the influence of the British Government. It was intimated, indeed, that there was no objection to Mr. Clarke's seeking his remedy in the ordinary courts of justice in Oudh, if he saw any prospect of success by these means; but, as already said, it does not seem that Mr. Clarke did so.

The facts of the three cases submitted to me for report being, so far as I am able to ascertain, as above stated, I now proceed to inquire how far the claims which arose out of them have any legal claim as against the British Government.

As regards Captain Edwards's claim, it may be considered that the money claimed was fairly due to him, but as a private debt from the Oudh Government.

I do not understand that any part of his arrears are claimed as directly due from the British Government, for though I gather from Sir P. Francis's Minute of the 19th May 1778, that officers in Captain Edwards's position drew their bare military pay and batta from the Military Department of the British Government, yet in ordinary course, these would be regularly paid up through the Resident, and as no special claim was advanced on this ground, I presume that they were so paid.

Major Webber's claim, as a matter of fact, I believe to have been of a very suspicious origin.

If even, to any extent, a *bonâ fide* claim, as I think it possibly was, it was, at any rate, certainly much exaggerated. It was too purely a private debt due by the Nawab Vizier, and contracted (though anterior to the receipt of the Court of Directors' letter to Madras in 1777, positively prohibiting such advances to native Princes), certainly without the sanction, and against the invariable policy, of the British Government.

Mr. Clarke's claim is more doubtful, still his dismissal from the Nawab's service, and the proved adverse acts of that Prince against him, were certainly all done within the legal power of an independent Sovereign.

Even if Mr. Clarke's house was his own property, which I do not believe, it was by his own account, "sequestered officially," and as this was done in spite of the orders of Government to protect Mr. Clarke's property, it is to be presumed that it was an act with which the British Government could not for some valid reasons legally interfere.

Certainly by the law as administered in Oudh, to which Mr. Clarke had clearly made himself amenable by entering the Nawab's service, he would have been looked upon as a convicted political offender, and as such, his property would be, according to the practice of the Oudh Court, liable to confiscation. It may, at any rate, I think, be fairly assumed, that as the British Government was called upon to interfere at the time by Mr. Clarke in his favour, and that, as the Governor General held a favourable opinion of his merits, and showed a disposition to assist him as far as the just influence of the British Government would permit, that the acts of the Oudh Government, of which he now complains, were done within the limit of our law of nations, and that it was beyond the province of the British Government to redress them at the time; no direct claim against the British Government can therefore grow out of them.

Moreover, even if Mr. Clarke had been illegally and unjustly deprived of the house at Lucknow, and if his loss upon the bonds had resulted from an unjust removal from Lucknow, or from any other act, harsh or illegal, of Ghazee-ooddeen Hyder's, it is very questionable how far it could be the ground of any claim against any of his successors, or any one but himself.

It would be too much, I think, to say that absolute Sovereigns inherit the pecuniary liabilities arising out of the individual malfeasances of their predecessors. Who is to be the judge of such liabilities? for the Sovereign is himself the ultimate administrator of the law. Is he to review every act of his predecessors, which any one aggrieved may choose to impugn?

Moreover, the old maxim of the English law of "*Actio personalis mortu cum personâ*" would, even as modified by recent enactments and practice, cover such

a case as the present, were the parties both private individuals; and that maxim is undoubtedly founded on broad principles of general policy.

Putting this objection, however, out of sight altogether, and discussing the question on more general grounds, I shall proceed to inquire how far, in any of these three cases, a pecuniary obligation can be considered to have descended as a public debt to the later Sovereigns of Oudh, and especially to the present ex-King, Wajid Ali Shah, and through them to the British Government.

With regard to the first part of this inquiry, viz., how far any pecuniary obligation which may have existed in these cases, can have descended to the later Kings of Oudh, I do not mean to assume that it is impossible for any absolute Sovereign to bind, by any act whatsoever done on his part, his successors in any pecuniary matter of any sort; on the contrary, at any rate theoretically, an absolute Sovereign in India, has always been held to have, for certain purposes, a power to bind his successors, for it has always been the custom for such Sovereigns to make alienations of the royal domains, and even assignments of the public revenue, in perpetuity, although it must be confessed that, in practice, the continuance of such grants has always depended as much on the pleasure of the grantor's successors, or their want of power to resume, as upon the act of the original donor.

But the question here is a much narrower and more doubtful one, that is to say, whether in cases like the present, or like the best and most valid of them, viz., that of Captain Edwards, a debt justly incurred by a King of Oudh, and incurred for a purpose connected with his public capacity as Governor of the country, necessarily survived as against his successors.

Sir Barnes Peacock takes in his Minute (Consultation, 20 May 1859, No. 224), already before Government, as the most favourable possible case, that of a bond given by the Sovereign, and purporting to bind the maker of the bond himself, "and his successors."

It is not perhaps a very important fact, but it is nevertheless true, that such an engagement was expressly contrary to the practice of the Kings of Oudh. When Asuf-ood-dowlah was negotiating with the Nawab Fyzoola Khan at Rampoor in 1778, the assistant Resident, Mr. Barwell, in forwarding a draft treaty for the Nawab's signature, had inserted the words, "heirs and successors" after the recital of the Nawab's title. In reply, the Resident returned the treaty with these words omitted, giving as his reason, that "it is not customary in this country for a Prince to bind his heirs and successors," (Consultation, 4th May 1778), letter from Mr. Middleton to Mr. D. Barwell, dated 8th April 1778.

Not one of these cases, therefore, can have been so strong as Sir Barnes Peacock assumed, for the sake of argument, that they might have been.

Plainly, therefore, the debts can, at the best, be considered only as simple obligations contracted by an absolute Sovereign in his capacity as Sovereign, and for the public service of his State.

Now, no doubt, an absolute Sovereign is bound to devote the revenues of the State to the purposes of the State, before applying any part of them to his own private uses.

This is a doctrine which hardly needs any proof, but it may be supported by the authority of Vattel, who says (243):—"The Prince, who is invested with the power of taxing his people, ought by no means to consider the money thus raised as his own property. He ought never to lose sight of the end for which this power was granted him: the nation was willing to enable him to provide, as it should seem best to his wisdom, for the necessities of the State."

Neither is it a doctrine which springs out of the refined abstractions of modern and European civilization: it is one which, from the days of the Kaliphs, has been fully recognised by Mahomedans. There is, in fact, no trait in the characters of the earliest Kaliphs on which their admirers are more fond of dwelling than the rigid self-denial which they exercised in their private expenses, and the regularity with which they divided the surplus revenues of the State among their followers at stated periods.

And at a much later period, in the middle of the 13th century, the Emperor Nasir-ood-deen Mahomed of Delhi, gained general reputation for similar virtue throughout the eastern world. It is related of him that he used to make and sell caps, and that he confined his personal expenses within the limit of the sums that he so earned. Upon one occasion, it is recorded that his wife having complained

plained that she had burnt her fingers in cooking his food, and having requested that he would, for the future, allow her a servant to relieve her of this menial work, he refused her request, on the ground that he could not himself save money sufficient for the purpose, and that he could not justly burden the revenues of the State with such a charge.

But while this obligation exists, it is, in the case of absolute Sovereigns of necessity a purely moral one, which cannot be enforced by means of the law, for such Sovereigns are themselves the ultimate and supreme dispensers of the law.

Thus Vattel says (237)—“Whenever, therefore, the prince is purely and simply invested with the sovereign authority, it includes a full discretionary power to dispose of the public revenue. The duty of the Sovereign indeed obliges him to apply those revenues to the necessities of the State, but he is alone to determine the proper application of them, and is not accountable for them to any person.”

And in regard to the King of Oudh, this principle appears to have been fully recognised by the British Government in 1798. Saadut Alli succeeded to the throne; he had been assisted in gaining it by the power of the British Government. Nevertheless, Sir John Shore, recognising him as an absolute prince, determined to abstain from requiring him to pay his predecessor's debts, though taking advantage of the claims of our Government upon his consideration to point out to the new sovereign that not only equity, but his own interest, required their discharge. This Mr. Charles Grant (Lord Glenelg) admitted in the celebrated controversy regarding the claims of the Calcutta bankers (p. 44 of printed correspondence returned to Parliament), but stated that he “was by no means satisfied of the reasons assigned” for the course pursued; but the independence (as regards the British Government) and absolute power of the Nawab being granted, it seems difficult to see how Sir John Shore could have acted otherwise according to the law of nations.

But the practical consequence of accepting these doctrines is, that, during the lifetime of any absolute prince, he cannot be said to have any private or personal property, as contradistinguished from public property, at least in the produce of the public revenues on any part of it.

And this is in effect the result of Lord Tenterden's decision in the case of the Advocate General of Bombay *v.* Ameerchund, already quoted in his Minute by Sir Barnes Peacock.

In that case certain property of the ex-Peishwa had been seized by the British Government in hands of some bankers with whom it had been deposited. It was contended for the respondent that this property was not the public property of the Peishwa's state, the sovereignty of which the British Government had gained by conquest, but the private property of the ex-Peishwa himself, and it was urged that, not having been seized by the British Government during the war, it could not be recovered by them from its depositories subsequently.

This argument Lord Tenterden overruled, and in doing so made use of the language, which, for convenience, I here quote at length:—

“What is the distinction between the public and private property of an absolute sovereign? You mean by public property, generally speaking, the property of the State, but in the property of an absolute sovereign, who may dispose of everything at any time and in any way he pleases, is there any distinction?”

And further on, Lord Tenterden goes on to say, “I have already intimated my opinion, and I have the concurrence of the other Lords of the Council with me in it, that, when you are speaking of the property of an absolute sovereign, there is no pretence for drawing a distinction; the whole of it belongs to him as sovereign, and he may dispose of it for his public or private purposes in whatever manner he sees fit.”

The fair effect of these words taken in connexion with the argument which they were intended to refute is, I think, clearly that all the property of an absolute sovereign* derived from the public revenues, remains at least during his life entirely in the condition of public property, and that all property so derived is, while

* This was the theory of the Common Law even in England, up to a comparatively recent period, when it was altered by Statute.

while in his hands, subject to all the conditions and liabilities of public and State property.

And, as has been already seen, the primary condition of such property in absolute States is its liability for all charges which arise out of the public necessities of the State.

Lord Tenterden did not go on to consider the destination of such property after the death of such a sovereign, but this subject has been recently considered in another case (the Secretary of State in Council *v.* Ranajee Boye Saniba), in which Lord Kingsdown ruled that it does not necessarily follow that of right all the property of an absolute sovereign, even though originally derived from the public revenue, should necessarily descend to his successors on the throne. Lord Kingsdown's words are:—

“But then it is contended that there is a distinction between the public and private property of a Hindoo sovereign, and that, although during his life he may dispose of all alike, some portions of his property, termed his private property, will go to one set of heirs, and the Raj, with that portion of his property which is called public, will go to the succeeding Rajah.

“It is very probable that this may be so; the general rule of Hindoo inheritance is partibility, the succession of one heir, as in the case of a Raj, is the exception.” Lord Kingsdown, it will be observed, confines his ruling to the case of Hindoo sovereigns, and grounds his reasoning mainly upon the general tendency of the Hindoo law of inheritance.

But the practice which he describes unquestionably prevails, not only among reigning Hindoo families on this side of India, but amongst Mahomedan families of the same class also. It was unquestionably the practice in Oudh and among the neighbouring Mahomedan dynasties.

There would, indeed, be no difficulty in proving this if the fact were not notorious. Many heirs of ruling sovereigns, other than their successors on the throne, now hold assets, such as lands and Government securities, which are capable of identification, and which could be shown to have accrued to their original possessor in his public capacity of sovereign.

In particular, it is matter of history that the accumulated wealth of Saadut Alli, the successor of the Sovereign (Asut-ood-dowlah) in whose reign most of the claims now urged arose, did not descend to his more recent successors. Indeed, several even of Ghazee-ood-deen Hyder's successors (as Mahomed Alli Shah) accumulated large treasures, which did not descend to the later Sovereigns of Oudh, some of the last of whom, and specially Wajid Alli Shah, the present ex-King of Oudh, may be said to have inherited little but the paraphernalia of sovereignty with the State itself.

Such being the case, and admitting that all property derived from the public revenues of the State remains public property, and liable as such to all charges and demands for State purposes while in the hands of an absolute sovereign, can it be said that it becomes discharged of all those liabilities by his death? or can it be argued that it, or any portion of it, can descend to private heirs relieved of all the liens upon it which existed while he lived?

I think not; still less does it seem equitable to allow that these claims and liabilities should descend to the Sovereign successors on the throne in virtue of his office, while the property which should have primarily been applied to their satisfaction has descended, discharged of them, to other parties.

True, the absolute Sovereign has always the power of levying fresh revenues, but the primary charges on the revenues of any period are the particular public necessities, and the charges of maintaining the State of the Sovereign reigning at the time.

It seems therefore hardly just to insist either on that Sovereign, or his people who pay the revenues, to insist upon his satisfying charges which should have been satisfied from other assets, which, though existing, have never come into their hands.

No doubt the Sovereign by whom those liabilities were incurred was bound to satisfy all public liabilities before supplying any of his own private necessities, still more before transmitting any accumulations to his private heirs. Nevertheless, as has already been shown, this obligation is merely a moral one, and, if violated by the Sovereign, is not capable of being enforced.

No doubt, too, in such cases there must be a failure of justice, but it is one inherent to the constitution of all absolute sovereignties; and I think it must be admitted

admitted that there is less injustice in allowing the loss to devolve upon one of the parties to the original transaction, who should have been aware of the conditions which it involved, rather than there would be transferring it to a succeeding generation of sovereigns and subjects, who can have derived but an indirect benefit, if any, from such transaction, and who, at any rate, have not inherited the fund upon which it formed a first charge.

That this reasoning is not strained, nor such as would be unlikely to occur to a Mahomedan Prince, in the position of the later kings of Oudh, may, I think, be gathered from the fact that this very reasoning was once used to the British Government by a Nawab of Oudh.

It was on the occasion of the seizure of the property of the Fyzabad Begums, which seizure seems, from the correspondence, to have first been suggested by the Nawab Asuf-ood-dowlah to Mr. Warren Hastings, though, when he had fairly committed the Governor General to the transaction, the Nawab appears to have drawn back and left the British Government to bear the entire onus of it.

This will be seen by the following extract of a letter from Mr. Middleton, the then Resident at Lucknow, dated 2d December 1781, entered as an Appendix to the Consultation of the 12th June 1783:—

“The present debt to the Company, as he (the Nawab) with truth observes, is, in a great part, handed down from his father, and the funds from which he might have been able to liquidate it, it is notorious, were withheld from him by the Begum at the late Nawab's death, and that, according to the law of the Koran and the invariable custom of the country, he is justly entitled to one whole estate and treasures of his father.”

And though not very precisely supported by this argument, yet Ghazee-ood-deen Hyder put forward a somewhat similar claim in his letter to the Governor General, 10th October 1814 (Consultation, 10th March, No. 16, paragraphs 18 and 25).

But had these claims been pressed as against the later sovereigns of Oudh, they would have had, I think, a good answer upon other grounds. Whether as sovereigns, or as the highest judicial authority in Oudh, the decision of a sovereign of Oudh in such matters was necessarily final and conclusive.

Nothing can be clearer than that, from 1796 up to the day preceding the annexation of the country, the final authority of the kings of Oudh, in this respect, was recognised by the British Government.

Now, every one of these claims has been long since submitted to, and decided by, the earlier sovereigns of Oudh, and, right or wrong, their decisions must have been accepted as final.

If any appeal existed from their decisions, it lay to the British Government, but, as just said, the British Government distinctly disclaimed any such appellate authority.

Had their decisions violated grossly international law, the British Government might doubtless have interfered for the protection of the claimants in the three cases under review, who are all its subjects.

As in every case complaint was made to the British Government, and such interference declined, it may be fairly inferred that no such violation of international law occurred.

Ghazee-ood-deen Hyder decided Mr. Clarke's case, the most recent of all; it does not appear that it was even pressed upon the attention of any other succeeding sovereign. Indeed, as Mr. Clarke, it has been seen, had agents on the spot, and as it was within his power to do so, he may be taken practically to have submitted to the original decision.

The other claims were in terms repudiated, both of them, by Saadut Alli, and another, of an exactly similar class, was rejected also upon grounds which apply equally to the present cases by both Ghazee-ood-deen Hyder and Mahomed Alli Shah, as is stated at length by Sir B. Peacock. These decisions may have been right or may have been wrong, but they were not beyond the legal powers of the sovereigns who gave them, and being also, *ex necessitate rei*, final, it cannot be urged that their successors were bound, even if competent, to review them.

Wajid Alli Shah, or his immediate predecessors, would therefore have had a good answer to any one of these claims if urged against them as being *res adjudicate*. Thirdly, they might also have pleaded, I think, the long lapse of time. It is now full 80 years since the claims of Major Webber and Captain

Edwards arose, and though Mr. Clarke's claim is more recent, yet that even is 46 years old. Sir B. Peacock has dwelt so fully upon the general bearing of this argument, that it is unnecessary for me to do more than to allude to it, but I would observe, in passing, that when, in the commencement of the last century, the present system of national credit was established in England, it was not thought necessary to discharge claims against the earlier rulers of the Stuart dynasty, some of which were scarcely older than the most recent, and most of which were more recent than the oldest of the present claims, while all were at least as just in their origin as the best of those now under discussion.

And if Wajid Ali Shah, the present ex-king, would have had, as I believe, a good defence in equity against all of the claims now made on the three grounds above enumerated, viz., that the claims should have attached to assets which he had never received, that they had been already adjudicated in the negative, and that they were barred by lapse of time; then also the British Government is entitled to urge the same pleas, for it is only as the representative and successor of Wajid Ali Shah that the claimants now seek to hold it responsible.

Nay, admitting, for the sake of argument, that the liabilities of the present ex-king did of necessity descend to it, the British Government would yet in some respects be in a position to urge these pleas with still greater force than he could have done.

On the first ground, especially, it could show that, when we assumed the Government of the country, a portion of the very accumulated assets which should have been answerable for Captain Edwards' claim, were actually in the hands of our Government, having been made over by previous sovereigns of Oudh, burdened, with conditions devoting them to the private uses of individuals, heirs, legatees, and donors, of the kings who so deposited them.

Now, the aggregate of these funds very far exceeded any probable amount of claims, such as those now under examination, which might have been brought against them, and the question necessarily forced itself upon the notice of the British Government for an early decision, whether or not the assets were in reality public assets pertaining to the sovereignty of Oudh, and passing with it to the British Government, and also whether it was incumbent upon the British Government, or even consistent with its duty, to continue their appropriation to private uses.

The decision was in favour of the existing appropriation, and the British Government, therefore, very materially to the prejudice of its own interest, relinquished all public lien upon the very funds from which, if at all, the claims now discussed should have been paid.

No doubt, coming to this determination, the British Government was mainly influenced by the fact that the appropriation had been originally made, whether rightfully or wrongfully, by competent authority, and had further acquired prescriptive validity from the time which had since elapsed.

The British, therefore, would be far better justified in putting in the three pleas above described, as a defence to these claims, even than Wajid Ali could have been, and supposing it to have inherited any liability through him.

But though, for the sake of argument, I have supposed this to be the case, I cannot by any means consider that is really the fact, nor admit that the British Government can in any way legally be held responsible for the liabilities even of its immediate predecessor in Oudh, Wajid Ali Shah.

The manner in which the administration of that State was assumed by the British Government certainly did not of necessity involve any such responsibility; the assumption was not the result of any engagement expressly stipulating for such liability, neither did the British Government succeed to the supreme authority of the country by inheritance, bequest, or any other ordinary process which could be considered as involving it in any liability on behalf of the previous native rulers.

Indeed, the inference is rather the other way. The country was not actually conquered, but it was certainly taken by an exercise of the "vis major;" and the step was justified on the ground of gross mismanagement, that had reduced the country to a state of anarchy which nothing but our assumption of its government could thoroughly remedy, and the continued permission of which was dangerous to the peace of our own territories and abhorrent to common humanity.

The very ground, therefore, on which the assumption of the Government of the

the country proceeded implied the very grossest misconduct and misgovernment on the part of its native rulers. It is accordingly hardly to be argued that the British Government could be expected to assume the responsibilities and liabilities which grew out of that misgovernment, or to grant reparation for any injuries committed by the former rulers of the State.

As a matter of fact, moreover, the British Government, in the case of new acquisitions, has not usually considered itself called upon to discharge all the old debts of its predecessors, or to re-examine matters once finally decided by them; on the contrary, it has usually accepted the status it found existing, even to its own loss and inconvenience, and the most that it has ever done has usually been to discharge the outstanding current expenses, which it might have been expected that the native government would have discharged in ordinary course, had it continued to exist.

Regarding the question, therefore, as a purely legal one, I consider, firstly, that the British Government is not in any manner rendered liable for the debts of the old sovereigns of Oudh by its assumption of the Government of that State; that, secondly, even supposing that it were so rendered liable, yet that as against these claims those sovereigns themselves could have urged valid pleas, and that the British Government could urge the same pleas with yet stronger force.

Moreover, I do not see that the circumstances of any of the three cases raise any direct liability against the British Government independent of its assumption of the Government of Oudh; nor, in fact, has any such liability ever been urged by any of the claimants.

It remains for me, therefore, only to consider how far there is anything to recommend any of the claimants to the equity and indulgence of the British Government.

On this head generally, I can add little to the forcible arguments used by Sir Barnes Peacock as to the injustice of holding a distant generation liable for claims, the burden of which should have been borne, if by any successors of the original debtors, by intermediate generations.

As to Mr. Clarke's and Major Webber's cases, there is little individually to excite sympathy. Mr. Clarke, indeed, was probably treated harshly and unjustly by Ghazee-ood-deen Hyder, but there is not, I think, anything fairly to connect the losses for which he claims compensation (if any were really sustained) with that treatment; to which moreover he had voluntarily exposed himself in the hope of his private advantage.

Major Webber's claim is in its very origin suspicious; it at any rate resulted from an act purely spontaneous on his part, and not in any way called for by the direct interests of the British Government; and, moreover, there is nothing whatever to show that Major Webber has discharged the claims against himself, which arose out of the very transactions for which he claims compensation. Sir Barnes Peacock has so fully discussed this point in Captain Frith's case, that I need only refer further to the old English maxim of equity, here fully applicable, of "He that seeks equity must do equity."

Of all the three claims, that of Captain Edwards is the single one which may be with confidence pronounced just and well-founded in its origin, and had Captain Edwards served the Nawab as Aide-de-camp by the order, either positive or implied, of the Supreme Government, I should have felt that he might have had originally some ground for looking to the British Government to satisfy his just demands.

But this does not appear to have been the case; on the contrary, although the fact as to Captain Edwards himself seems to be nowhere distinctly recorded, there can be no doubt that all the British officers who held the same or similar offices with himself, and who were not directly serving with the troops of the British Government or in political employ, were always employed by the Vizier as the result of a private arrangement directly between them, with no further interference of the British Government than that of an acquiescence in the transaction. Indeed, the British Government does not seem to have had any interest in the matter, or any motive, save the accommodation of the Vizier, and I fail to see how, under the circumstances, the officers, who thus voluntarily placed themselves in connexion with the Nawab, can, because the latter did not satisfy their just expectations, have even the slightest equitable claim upon the indulgent consideration of the British Government, which had no share in raising those expectations, and no interest in the transactions from which they arose. In any

case, whatever equitable right against the British Government Captain Edwards could possibly have had, would not now arise out of the annexation of Oudh, but would have arisen, if at all, when his claim was finally set at nought by the Sovereigns of Oudh, as it undoubtedly was early in the present century by the positive decisions of Saadut Alli and Ghazee-ood-deen Hyder not to pay Asuf-ood-dowlah's debts. The British Government then examined Captain Edwards' case on its merits, and distinctly ruled that he had no equitable claim on their consideration. It is now too late to re-open the question, and the assumption of the Sovereignty of Oudh by the British Government affords no fresh reason for doing so.

In conclusion, therefore, it is my opinion that, upon the merits of those cases, the claim of Captain Edwards is the only one which is at all sufficiently established, and I consider it to have been originally a genuine and fair claim.

I further hold that none of the claimants have any legal rights, either as against the later Sovereigns of Oudh or against the British Government, whether as representing such Sovereigns, or directly in its individual capacity.

Lastly, that no equitable claim exists in any case upon even the indulgence of the British Government, but, on the contrary, that, in the interest of the present generation of its subjects, the British Government would hardly be justified in extending to the petitioners any concession of their demands.

I therefore cannot recommend any of the claimants to the favourable notice of Her Majesty's Government.

(True copy.)

(signed)

J. J. Thorpe,
Superintendent.

APPENDIX (A).

Extract from Appendix to Consultation of the 28th July 1783, part of a letter from the Governor General, Mr. *Warren Hastings*, to Mr. *Middleton*, resident at Lucknow, (dated Chunar, the 23rd September 1781).

"It is finally my positive order that you do not permit any British subject, or any one claiming the name and protection of the Company, to reside at Lucknow, or within any part of the dominions of the Nawab Vizier, except the officers and soldiers of the army acting in their duty, and such persons as are officially appointed to remain there; and that to such as are now at Lucknow or in any other part of his dominions, not falling within the description of the above exceptions, you give due notice in writing that they quit the country, allowing them a reasonable time, not exceeding three months, to settle their affairs, and in case of their refusal, you are to inform the Nawab thereof, that he may use his own authority to compel them to depart."

Extract from Appendix to Consultation of the 12th June 1783, part of a letter from the Governor General, Mr. *Warren Hastings*, to Mr. *Middleton*, resident at Lucknow, (dated July 1782).

"I AM told Captain Marsack is still there (*i. e.* at Lucknow). Why do you, and why have you suffered it? for I know that it is not with the Nawab's connivance. I some time since read a letter from Captain Darrell, requesting to be permitted to continue at Lucknow for the recovery of his health. If the Nawab consent to it, I will not object to his staying till the end of the rains if he shall find it necessary, but no longer.

"I must desire that you will give me a list of all the English gentlemen of any denomination who shall be at Lucknow or in other parts of the Nawab's dominion, when you receive this letter, and of the means used for removing those who have no right to be there.

"Colonel Polier and Colonel Martine* have been excepted by the Board from the general order, but their continuance must be with the entire option of the Nawab, or they must be required to depart."

(True copy.)

(signed)

J. J. Thorpe,
Superintendent.

* The well-known General Claude Martine.

APPENDIX (B.)

DEPOSITION of *Kootub-ood-deen Hoossein*, son of *Rafe-ood-deen Alli Khan*, surnamed the *Resalahdar*, upon solemn affirmation deposes in open Court, this 19th November 1861.

Lucknow, 19 November 1861.

(signed) *E. C. Bayley*,
Extra Judicial Commissioner.

I HAVE heard from my father that he and Major Webber were intimate friends. I heard from him that Major Webber was ordered to raise a regiment of cavalry, and that he actually raised about 200, more or less, barely 200, I believe, when the Resident wrote and objected. It had been designed, I understood, to have as many as 1,000 men ultimately lent; the arrangement was broken. When this was done Major Webber got orders on the Nazir of Etawah, an eunuch, named Almas Ali Khan, for the price of the horses. He, that is Major Webber, was very angry, and complained often to my father, and said, he had been promised 600 rupees a horse, but had only been paid at the rate of 400 rupees per horse. Cannot say if Major Webber had dealings with any muhajun. Major Webber was paid from the Treasury Bukshee Gurree. Cannot say the amount, but my father had 1,500 and 1,100 rupees under him. Major Webber's was probably about the same, as he was to have raised a regiment of the Guard of 1,000 men. I have no doubt that Major Webber was paid by Almas Ali Khan. The latter was a man of large wealth, and never hesitated to advance money for Government purposes from his own resources. Moreover, if he had not been paid, Major Webber's name should have appeared on the list of Asuf-ood-dowlah's creditors, which it did not, as I understand from the Deputy Commissioner.

Saadut Alli had three adawluts established; Foujdaree, Dewani, Appeal. Every one was at liberty to complain. Complaints were lodged even against Saadut Alli's own sons. They remained established till two or three years of Ghazee-ood-deen Hyder's reign, after they were abolished, and other courts established, the amount, Sudder *Sic orig.* Amcens', &c.

I have heard also much in confirmation of what I have above stated from Mehndi Alli Khan, recently deceased, father of Alli Nukki Khan.

There was every means of complaining under the system of Amanut and Sudder Amcens. The system remained unaltered till the reign of Umjud Ali Shah, who abolished the Sudder Amanut, or Chief Amanut Court. The others remained in operation till the annexation of the country.

I knew Mr. Clarke personally. He was a Moosahib of Ghazee-ood-deen Hyder and of Saadut Alli Khan. I do not know of what fault he was guilty. The king never spoke of it publicly, but he spoke to the Governor General, and with his leave expelled him the country. I know nothing of any house belonging to Mr. Clarke. He lived in the house in which Mr. Gubbins lived during the siege of the Residency, sometimes in Bukshee Orr's house and sometimes in a house on the river bank. Do not know if they were his. Most of the buildings belonged to the king. The land belonging to the powder manufactory was very extensive; it reached up nearly to the Residency. Most of the Royal buildings were erected upon it.

I knew Mirza Mehndi Alli Khan. He was Subahdar of Bareilly. His district extended to Mahomdee, I mean "Bans Bareilly." He made over to Beebee Bundi, and to the sons of Hoossein Ali Khan, lands in the Bareilly and Mooradabad districts before they were ceded. There have been, I hear, disputes in the family which have gone up on appeal as far as the Sudder Court at Agra.

(signed) *E. C. Bayley*.

APPENDIX (C.)

DEPOSITION of *Nubbi Buksh*, son of *Kadir Buksh*, Darogah of La Martiniere, taken upon solemn affirmation before me, in open Court, this 20th day of November 1861.

(signed) *E. C. Bayley*,
Extra Judicial Commissioner.

WAS very young, not more than five or six years old, when the General (La Martiniere) died. What I know of that time I know by report from my father and uncle. I do not recollect any house built by Mr. Clarke or Saadut Alli Khan. I recollect some bungalows and a house being bought by the king after the general's death. The executors at first refused to sell the latter, but the king offered to pay them annual rent for ever. This is still done, and the houses of the bazaar were accordingly given up to the king and knocked down. I recollect no house being built on the Barondlekhanah. Do not even recollect Mr. Clarke by name.

(signed) *E. C. Bayley*.

APPENDIX (D.)

From page 178 to
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From page 179 to
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14th October.

15th October.
182 to 183.

183 to 184.

A MR. CLARKE, in the service of the Nawab Vizier, by license from Government, had been recommended to my secretary, Mr. Thomson, as a person whose local knowledge, as well as established integrity, might render him useful to Mr. Thomson in any of his arrangements for the household, while we should be at Lucknow. This gentleman was invited to dine with me to-day, as was also Captain M'Leod, of the Company's engineers, who had been lent to Saadut Alli to superintend the construction of some buildings, and had been retained in that employment by the present Nawab. When they arrived at Mr. Thomson's, but before the hour of dinner, by way of something to say, he expressed his satisfaction at thinking that what I had explained to the Nawab Vizier must have made his Excellency quite happy. To his astonishment, they answered that, so far from his being happy, they had left the Nawab in a state of absolute despair. On his asking with much surprise the cause, they told him that the Nawab Vizier had reckoned on being emancipated from the imperious domination of Major Baillie, under which his Excellency groaned every hour, but that I had professed my confidence in Major Baillie, and had riveted him in his position. Mr. Thomson lost no time in apprising me of this extraordinary communication, which he justly thought ought not to be withheld from my knowledge. I sent for the two gentlemen separately, and questioned them on the point. It was clear that the Nawab had imparted to them all I had said, for my very expressions were repeated by them, and no attendant of the Nawab's had been present at the conference, so they must have had the information from himself. They concurred exactly in what they stated as his observations on my language. On my declaring that the confidence in Major Baillie, professed by me, was a compliment paid to the Nawab, who I imagined entertained a peculiar predilection for the Resident, they severally exposed the reasons of the Nawab's disgust. They stated that his Excellency considered the assistance afforded to his tranquil possession of the musnud to have been rendered by the Resident in his official capacity on the part of the British Government, and though his Excellency felt obligation to the instrument, still it was not of an amount to counterbalance the grievous dissatisfactions which he daily experienced. He complained that Major Baillie dictated to him in the merest trifles, broke in upon him at his palace without notice whensoever he (the Resident) had anything to prescribe, fixed his (Major Baillie's) creatures upon his Excellency with large salaries, to be spies upon all his actions, and, above all, lowered his Excellency in the eyes of his family and his subjects by the magisterial tone which he constantly assumed. I asked why the Nawab Vizier had not unfolded this to me when I pressed so distinctly to mention what would contribute to his comfort. The reply of each of them was, that the Nawab's mind was in such a state of subjugation to Major Baillie, that his Excellency did not dare to hint at a dissatisfaction before him. To both I testified my disappointment at finding I had failed in my earnest wish of making the Nawab's situation essentially agreeable as well as ostensibly dignified, but I did not hint at anything I had in contemplation. Here the conversation ended.

Reviewed his Majesty's 67th Regiment, commanded by Lieutenant Colonel Huskisson. It was in excellent order. Received a letter from Mr. Clarke, in which he states his having related to the Nawab Vizier my expressions of surprise at the Nawab's want of frankness towards me, and communicates his Excellency's solicitation that I would indulge him with a private interview when he came to dinner with me next day. Mr. Ricketts was requested to answer this letter, to say that the Nawab should have a conference without Major Baillie's being present, but to desire Mr. Clarke to address any future communications through the regular channel of the public secretaries. In the evening I visited the school of the 67th regiment. It was perfectly well conducted, and I learned with great pleasure that several natives were anxious to send their children thither for instruction.

The Nawab Vizier met me on the review ground soon after it was light. He approached with a prodigious crowd of attendants. A loose mob of spearmen and torch bearers ran before his elephant. So far from aiming at any regularity, they obviously studied the contrary by frequently running across each other. The appearance of bustle is hereby increased, and this is, according to their notions, a fit appendage to dignity, nor is that conception quite erroneous, for the confusion seems to multiply the swarm, and gives an air of excessive interest in what they are about. Their clamour was vehement, and as unceasing as their motions. After the interchange of compliments, I stationed the Nawab where he might best see the manœuvres to be executed. The troops were the King's 24th Light Dragoons, the 3d Native Cavalry, a Troop of Horse Artillery, the King's 67th Regiment, two battalions of Native Infantry, and a small battalion of Golan-dauzes (Native Artillerymen), acting in the line with small arms. The troops performed very well. After the review the Nawab came to breakfast with me, bringing several of his brothers and kinsmen. He expressed surprise and gratification at the exhibition which he had just witnessed. We separated early, as he was to come again at six o'clock. Pretty punctually at that hour he arrived, when I immediately said aloud that I wished to have a conference with his Excellency; and I observed to Major Baillie, as if from a sudden thought, that it would be more delicate for him not to be present. I took the Nawab into a private room. I requested Mr. Ricketts, Mr. Adam, and Mr. Swinton to accompany us. I explained that these were principal functionaries of the Government, sworn to secrecy, who have to settle all the details of whatever might be transacted between the Nawab Vizier and me, and who might therefore as well hear the business in the

the first instance; adding that my position made it incumbent on me to lay down the rule of never having an interview with any native prince without the presence of one or other of them.

The Nawab said there could be no objection. I asked if he wished to have any of his own suite present, but he declined it. Before I could open any subject to him, he addressed me, and said that, as we were engaged in a war which might embarrass our finances, he begged leave to offer a present of a crore of rupees to the Honourable Company. This was expected by me. I knew that his father had intended to make this offer, in order to mark his gratitude for my having treated him as a gentleman, though I feel that I did nothing more than was demanded by positive justice. The Resident had given me a hint that the present Nawab, aware of his father's intention, had mentioned his purpose of carrying it into effect. I thanked the Nawab cordially for this proof of his attachment to our Government. I said that it was impossible for the Company to accept the sum as a gift, but I professed that I should entertain a very high sense of obligation in receiving it as a subscription to the 6 per cent. loan now opened by the Council. On that footing the matter was agreed. Nothing could be more opportune, for this command of ready cash emancipated the Government from many urgent financial difficulties. I said to the Nawab that his own consciousness of the way in which I must regard so essential a service, rendered to my administration, ought to make him speak to me with perfect confidence. I assured him that I considered it no less my official duty than it was my personal inclination to make his authority efficient, and his private position satisfactory. I then entreated that he would explain to me without disguise his wishes. Notwithstanding this encouragement he appeared unaccountably reserved. He said there were facts about which he was solicitous, and that he had put them down upon paper, but he had not brought the paper with him. This singular reserve made one begin to doubt if he had really desired the conference. I therefore asked him if he had authorised Mr. Clarke to request this interview for him, and to make it a condition that Major Baillie should not be present. He answered in the affirmative to both points. I then begged that he would take all the advantage he could wish of the opportunity, and I repeated my assurance that he might rely on my solicitude to gratify him. He said again and again that he had deemed it better to commit his wishes to writing, that he would send the paper on the morrow, that he had the firmest reliance on my kindness, and that he referred me for any explanations to Mehndi Alli Khan. After much time thus vainly spent we went to dinner. At length he departed, expressing his impatience to see me at Lucknow, and taking his leave till that meeting should happen.

184 to 185.

185 to 186.

We had divine service at Constantia, attended by several of the officers and ladies of the cantonment. After prayers, Captain Gilbert, barrack master of Cawnpore, desired to see me. He had been with us at Dilkoocha the day before, and I had heard the Nawab Vizier ask him to breakfast at the palace this morning. Captain Gilbert imagined this to be a compliment on account of his having had much acquaintance with his Excellency before his accession, and after we had returned from the park, he asked if I had any objection to his taking one of my aides-de-camp (Captain M'Ra) with him. This I mention to show how little he could suspect any political purpose had prompted the Nawab's invitation. It suddenly struck me to say to him—"As you are intimate with the Nawab, I wish you would try to find out, without giving him ground to suspect the inquiry to come from me, whom it is he wishes for his physician." I did not explain my motive to Captain Gilbert. It was this Mr. Clarke, among the Nawab's grievances, had stated Major Baillie's attempt to force upon his Excellency Major Baillie's own physician (Mr. Wilson), instead of Mr. Law, who had been physician to his Excellency's father. Major Baillie had, at Mooso Baugh, told me it was the Nawab's wish to have Mr. Wilson nominated his physician, and solicited that I would give my sanction. Doubtful of its being his Excellency's own desire, I answered that I would consider of it, and I thence sought the opportunity of ascertaining the point by means of Captain Gilbert. The latter now informed me that, after their breakfast, the Nawab had requested to speak to him in a private room. While his Excellency was looking round that apartment, apparently to see that all the doors were safe, and that nobody could overhear Captain Gilbert, as if it had been the thought of the moment, asked who was the person whom his Excellency wished to have for his physician. The Nawab instantly said "Dr. Law, to be sure," and he thence began to complain bitterly of the Resident's attempt to force his own *protégé* on his Excellency. He proceeded to expatiate with great earnestness on the misbehaviour of Major Baillie towards him, recapitulating precisely the points which had been mentioned by Mr. Clarke. He said, he was in despair at my having said that Major Baillie had my confidence, for that he could never be happy or respectable in the eyes of his subjects while that gentleman should be at Lucknow. He terminated the conversation by saying that he had been most anxious to unbosom himself on these particulars to Captain Gilbert. The latter asked why his Excellency did not speak to me frankly on the subject. His answer was that he was afraid Captain Gilbert has very justly thought it his duty to communicate to me this singular conversation.

From page 201,
30th October.

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This morning I set to review the two battalions of the company's infantry at the cantonment, about two miles beyond the bridge over the Goomtee. The Nawab Vizier was to accompany me. When I arrived at the door of the palace, which was in my route, I found his Excellency preparing to get into his carriage. As I was alone in a phaeton, my horses having been sent forward to the field, I proposed to the Nawab to accompany me in that carriage, which he accepted. On the way I said to him that Captain Gilbert had

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repeated

repeated to me what his Excellency had said of his wish to have Mr. Law as his physician, adding that it should be so arranged. He clasped my hand eagerly, and said that he had no comfort but in my kindness. The review went off very well. His Excellency and I returned in the same howdah to the residency, where we breakfasted. In the afternoon I went with Lady Loudon to see the Imambarah. It is a truly magnificent and elegant building, consisting of two quadrangles, on one side of the interior of which stands a mosque, a really noble fabric. The principal hall of the building contains the tomb of Asuf-ood-dowlah. It is a grave of earth sodded, the pavement being in that part interrupted for the purpose. A canopy of cloth of gold, embroidered with verses of the Koran in black silk, covers it. This canopy is supported by elevated gilt pillars. Festoons of fragrant flowers are suspended from it, and little pots of incense are burning around. Bands of priests, which relieve each other at stated periods, chant day and night passages of the Koran at the head of the grave. Everything is in the highest order, though it must be difficult to keep the place clean from the multitude of pigeons which haunt it, and which, I understand, are to be on no account disturbed. Both Mussulmans and Hindoos attach a character of sanctity to animals which take up their abode near places deemed sacred.

The Nawab Vizier came to dinner with us at the residency, and appeared much gratified by our having been to visit the Imambarah. In consequence of what Captain Gilbert had told me I had sent Mr. Ricketts to the Nawab this morning to entreat that his Excellency would impart his wishes to me frankly, as our Government could have no object more at heart than to make him comfortable. I desired his Excellency to understand that secret and indirect representations did not suit the station of either of us, and I desired Mr. Ricketts to inform him I would give his Excellency the opportunity this evening of unbosoming himself before the three secretaries, but without the presence of Major Baillie. The Nawab eagerly recapitulated to Mr. Ricketts all that he had said to Captain Gilbert, and when Mr. Ricketts was retiring, stopped him to whisper, "Cannot you get Major Baillie removed from Lucknow?" Before dinner I requested Major Baillie to stay with Lady Loudon, while I took the Nawab and the three secretaries into another room. As soon as the door was shut, the Nawab pulled out a paper and delivered it to Mr. Ricketts, saying that it was the second paper which he had promised, but which he had delayed sending. He said it contained a statement of all his wishes except upon one point which yet interested him. Then he complained with great apparent sensibility of Major Baillie's preventing him from having the nobut (large drum) beat at sunrise, because the noise of it would disturb the Resident. He added that the beating the nobut was an article of dignity, and represented that he was lowered by not being allowed to do it. I said, the point of the nobut should be settled directly according to his wishes, and that his paper should be considered without delay. We then repaired to dinner.

November 1st. I received the Delhi Princes at breakfast. They wore the high Tartar fur cap instead of turban. Their manners were without polish, but respectful. After their departure, Mr. Adam came to me, and communicated a most extraordinary message which he had just received. Aga Meer, a favourite servant of his Excellency, came from the Nawab to say that his Excellency has passed a sleepless night from reflection on what had passed the evening before, and that his Excellency had, in consequence, sent him (Aga Meer) to set the matter to rights. Aga Meer proceeded to say that the Nawab Vizier disavowed every article in the paper delivered by him last night, and desired it to be understood that he had been over-persuaded by Mr. Clarke, who had written the paper, to submit it as his own sentiment. The paper was a long enumeration of grievances suffered from Major Baillie. Mr. Adam asked Aga Meer how it was possible for Mr. Clarke to have prevailed on the Nawab to take such a step in contradiction to his Excellency's own disposition. Aga Meer answered that the Nawab accounted for it by Mr. Clarke's having asserted to him that the Governor General had a dislike to Major Baillie, and would be gratified by his Excellency's furnishing a pretext for that gentleman's removal. The Nawab, according to Aga Meer, added that Mr. Clarke, Captain Macleod, and Dr. Law had pressed this opinion upon him before my arrival at Cawnpore. This cannot be true. Had the Nawab been influenced to take this step against his own inclination, with the notion of doing what would have been pleasing to me, he would have made the charge roundly before the Secretaries, so as to have afforded me ground at Cawnpore to have dismissed Major Baillie from his situation. After my warning him that indirect communications could not be attended to by me, he would never have sought a conference with Captain Gilbert as a mode of effecting my purpose. It is evident that the Nawab addressed himself to Captain Gilbert, because the latter married a cousin of Lady Loudon's, who had come out with her, his Excellency probably thinking that, if he could gain upon Captain Gilbert's feelings, the representation would be made to me in a manner more likely to be effectual than through any formal channel. Besides, he would have left the statement made by him to Mr. Ricketts to be worked upon by my judgment, and would not have closed his discourse by endeavouring to prevail on that gentleman personally to co-operate towards Major Baillie's removal. I am glad that I have minuted these particulars, as they exhibit strikingly the little management of an Asiatic court.

2nd November.

I sent for Mr. Clarke and Captain Macleod. I told them that I judged it necessary to apprise them of what had been advanced by the Nawab Vizier. They persisted with the strongest asseverations in maintaining that the complaints against Major Baillie had originated with the Nawab himself; that he had repeatedly pressed the subject upon them; that his reiterated reference to them had led them to take part so far as to advise him to state

state his grievances to me personally; but that they had in no degree instigated the indisposition of the Nawab towards Major Baillie. They both earnestly petitioned me to sit formally in the character of Governor General in Council, and receive their depositions on oath in the presence of the Nawab as to the falsity of his assertions. Mr. Clarke desired to swear that the paper in question was not of his writing, composition, or counselling. Both urged for permission to swear to the falsity of the assertion, that either of them had ever told the Nawab Vizier I was indisposed towards the Resident, a fact which they had never imagined. Though I felt it would be just to let them record this expurgatory affidavit, it was a proceeding incompatible with the delicacy to be observed with regard to a sovereign. Therefore I told them that I believed their declaration as firmly as I could do, were it confirmed by oath; explaining to them the impossibility of my admitting any public proceeding which could so distinctly arraign the Nawab Vizier of a wilful falsehood. I desired them to put upon paper a statement of what had occurred to them severally with his Excellency on this subject, and requested Mr. Ricketts to do the same. We had, in honour of the peace, a grand dinner, ball, and illumination at Constantia. The Nawab was present.

I directed Mr. Ricketts, Mr. Adam, and Mr. Swinton to go from me to the Nawab Vizier with a solicitation that he will confidentially explain to them his real wishes, as I am so perplexed amid the strange circumstances which have occurred, that it is impossible for me to feel secure in my judgment of them. When they sent to request an audience, the Nawab, on pretence of indisposition, begged it might be put off till the morrow. The object of this delay is probably to consult on what steps he should take if they pressed him to an honest disclosure of his sentiments. Dr. Law came to me to profess, offering to verify it on oath, that there was not a word of truth in the Nawab's charge, that he (Dr. Law) had systematically endeavoured to influence his Excellency against Major Baillie, and had insinuated that it would be pleasing to me to have accusations advanced against the Resident. He told me that the Nawab had sent to reclaim not only an elephant, furnished to Dr. Law as physician, but one horse-chaise, which the late Nawab had given to Dr. Law, and a portrait of himself, given by Saadut Alli to the doctor. Went in the afternoon to see the Hazree Baugh, a small country house of the Nawab's, at the back of the Dilkoosha Park. It is very neat, standing in the midst of thick wood, on an elevation, with the front cleared, so as to afford an extensive view of the cultivated plain on both sides of the Goomtee.

Mr. Ricketts, Mr. Adam, and Mr. Swinton, waited on the Nawab Vizier. He insisted that all his complaints had been made, because Mr. Clarke, Captain Macleod, and Dr. Law, had induced him to believe it would be a procedure by which he would recommend himself to my favour. He declared that, so far from any estrangement with regard to Major Baillie, he felt warmly grateful for that gentleman's friendship, and he desired nothing so much as his continuance at Lucknow.

The conference lasted nearly three hours, during which time the Nawab persevered in maintaining stoutly that Mr. Clarke, Captain Macleod, and Dr. Law, to whom his Excellency now added Monsieur Del'Etang, had been engaged in a conspiracy to ruin Major Baillie in his esteem, and though they had not effected their purpose, they had misled him (the Nawab) to criminate the Resident. His Excellency said that Dr. Law had never been his physician, even during the life-time of Saadut Alli. He said that, to satisfy his father, he used to consult Dr. Law when he was ill, but that he never followed Dr. Law's prescriptions, but always obtained medicines privately from Mr. Wilson. This tallies so ill with what passed in the phaeton, that it cannot be true. For some time past the Nawab had been urged to appoint a minister for public affairs and another for finance, much inconvenience having arisen from want of these officers. The Nawab had answered that, as his brother, Shums-ood-dowlah, had been minister in the father's time, he (the present Nawab) wished to appoint his son to the honorary station. He added that, as his son was still a child, it would be necessary to have a deputy, who would be the efficient minister, and he begged me to choose the person for that purpose. I answered that I was highly sensible of the confidence reposed in me by the request, but that I could not possibly interfere in an arrangement which was so much to influence his comfort and welfare, further than to say that it would be inconvenient were he to nominate a person whom the Resident represented as systematically adverse to the British Government, as was the case with Mehndee Alli Khan. Mr. Adam revived the subject this day, and before the Nawab promised to settle the business. Before the gentleman broke up the conference, they, according to my instructions, adjured the Nawab in the most impressive manner to say whether any one had used my name so as to occasion his Excellency's message by Aga Meer. He repeatedly declared that my name had not been so used. The question referred to a communication which Captain Macleod had made to me the day before yesterday. He said he had been secretly informed that Aga Meer, the morning after the conference at the Residency, had gone to the Nawab Vizier, and told him, with great apparent anxiety, that his Excellency had ruined himself with me; that I was furious at his having complained against Major Baillie, and that I even talked of removing him from the Musnud. It was stated that the Nawab, in his terror, asked what he could do to remedy the mischief, and was told that the only way was to disavow his paper, and impute his conduct to the machinations and suggestions of Mr. Clarke, Captain Macleod, and Dr. Law. The known devotion of Aga Meer to Major Baillie gave the story some verisimilitude.

We had Divine service at Constantia, which was numerous attended by the ladies and officers from the cantonments. Captain Macleod asked for a private audience. He told

me that he, Mr. Law, Mr. Clarke, and Monsr. Del'Etang had received their formal dismissal from the Nawab's service. He said that, although the Nawab had forced upon him and Mr. Clarke, and possibly on Mr. Law, the task of listening to his Excellency's complaints against the Resident, he was satisfied the Nawab had never extended a similar confidence to Monsr. Del'Etang, adding that he thought it but justice towards a French *émigré* about to be exposed to great distress, to declare upon his honour that he had never spoken to Monsr. Del'Etang on the subject, and that he was convinced Monsr. Del'Etang was utterly unsuspecting of any such questions being in agitation. Captain Macleod proceeded to tell me that the Hakeem, Mehndee Alli Khan, had called upon him, and desired that he (the Hakeem) might be confronted by me with the Nawab Vizier, in which case he and two other persons who had been present when Aga Meer addressed his master, would testify that Aga Meer frightened the Nawab into the recantation of the charges against Major Baillie, by asserting my indignation at them in the manner recorded by me on a former day. I answered that I could well believe it, but that I could not degrade the Vizier by examining his own attendants to disprove what he had chosen to maintain perseveringly to the three public secretaries. I represented that it was not a case in which I was to act as judge, for the employment of Captain Macleod and the other gentlemen by the Nawab, was wholly a private transaction, and it was altogether at his Excellency's pleasure to say at any moment he had no further occasion for their services. Relatively to our own Government, I admitted their claim to be protected against any imputation which might be unjustly advanced, on which account I said I should put on record my conviction that there was some unaccountable inaccuracy in the Nawab's statement. Major Baillie came to me in the afternoon, it was to apprise me that the negotiation respecting Shums-ood-dowlah had been settled agreeably to my wishes. Shums-ood-dowlah, next brother to the Nawab Vizier, had been minister and commander of the troops during the later years of Saadut Alli's life. There was an apprehension, I believe without the slightest foundation, that he might make the hopeless attempt of disputing the succession with his elder brother. This suspicion, and perhaps a dissatisfaction at the greater degree of favour experienced from Saadut Alli, by Shums-ood-dowlah, had deeply indisposed the present Nawab against the latter. His Excellency was therefore solicitous that Shums-ood-dowlah should not reside at Lucknow, and the brother was far from adverse to removal; the Nawab requested that I would constrain his brother to live elsewhere; I answered that, if I interfered in the affair, it could only be on the terms of trying to make the measure acceptable to Shums-ood-dowlah, towards which it would be necessary for his Excellency to grant an allowance so liberal as to counterbalance the advantages Shums-ood-dowlah would forego by quitting Lucknow. The arrangement this day notified to me is, that Shums-ood-dowlah shall have a house and chase belonging to the Vizier near Benares, with an allowance of two lakhs of rupees yearly. This is certainly very handsome. I took occasion to express surprise to Major Baillie that M. Del'Etang, who had been solicited by the Nawab to relinquish an advantageous office in the Company's stud, should be implicated in his Excellency's displeasure, stating that I could not conceive it likely for M. Del'Etang to have had the slightest communication with the other gentleman on the subject. Major Baillie answered, he was persuaded M. Del'Etang was not in the least involved in the business; "neither," said he, "does his Excellency expect it, but I believe the Nawab regrets the expense of having brought him hither, and is glad to take the opportunity of getting rid of him." The avowal is very curious; M. Del'Etang has not been here six weeks, is a man of exemplary character and most polished manners, and is, moreover, highly qualified for superintending a stud (the function he was to discharge here), having held such an office under Louis XVI. in France. Luckily I can reinstate the poor man in the appointment he held in our stud. The Resident apprised me that the Nawab would, the next morning, send to me the arrangement of the ministry, which was to be, his son as naib, or ostensible prime minister, Roy Dya Crishen, as peshcar or deputy, to be the real minister, and Aga Meer as dewan, or minister of finance. The claims of Aga Meer, who had never in any discussions been adverted to as of a calibre for such advancement, surprised me much. He is a low man, who began as khidmutghur or footman to the Nawab, and waited behind his son's chair when the latter dined with me at Cawnpore. I did not express my wonder, only observing I could feel no right to interfere unless the persons contemplated by the Nawab were of known hostility to the British Government.

th November.

This day, to my great surprise, Major Baillie informed me, that the Nawab Vizier had determined to make Aga Meer peshcar, and that Roy Dya Crishen was to be dewan; of course Aga Meer is to be the effective minister for the guidance of all affairs. I could only say that, on principles already professed by me, I could have nothing to do with the Nawab's choice. It is impossible to see this arrangement, and not to discover that the elevation of Aga Meer is the reward of the influence exerted by him over the Nawab Vizier to produce those recantations which I have detailed. It is not my business to develop this intrigue. If the power which Major Baillie possesses over the Vizier's mind, aided by the co-operation of Aga Meer, be exerted beneficially for the furtherance of public affairs, I can have no call to make objections. The interest of the individuals who have been immediately sacrificed in this juggle can be attended to by me hereafter. I believe that some sort of intimidation is the practice used with the Vizier. He does not seem deficient in intellect, but he appears weak in nerve. I had observed that the bridge over the Goomtee, though a handsome structure originally, was in a sad state of decay, and I had expressed my surprise that the Nawab Vizier did not repair it before the damage should

should be beyond remedy. I was told that his Excellency had a firm persuasion that his repairing the bridge, or his suffering any of his family or servants to do it, would infallibly occasion his Excellency's death within the year. The edifice therefore, equally an ornament and a convenience to the city, will perish through this strange misapprehension.

We breakfasted at the Palace. When we rose from table, we proceeded to the Durbar chamber and took our seats. Shums-ood-dowlah was introduced to take his formal leave. The Nawab Vizier, without rising, put on his head a gaudy turban, after which the other parts of the Khillut, or dress of ceremony, were put upon him by the attendants. The Nawab's son was then introduced as naib. His Excellency insisted that he should receive from me the turban and the other emblems of office. Among them I furnished him with a money bag, an elephant iron, and small pair of kettle drums, which were to be suspended round his neck. They implied his title to use the nobut. Aga Meer and Roy Dya Crishen were then brought forward, and at the Nawab's entreaty I invested them also. The Durbar being dissolved, we quitted the Palace, and went to see the temporary tomb of Saadut Alli. A superb monument is about to be erected over his remains, but, in the meantime, they are distinguished with the utmost magnificence. The body was interred in the middle of a garden. A temporary building of wood, elegant in form, and richly japanned and gilt, is raised over the grave. Within the edifice a canopy of cloth of gold overhangs the sodded receptacle of the corpse.

A large tiger of green glass (made in England) stood on each side of the frame that supported the canopy, and at the head were two large fishes of the same material. The fish is in India an emblem of sovereignty; attendants with chowries kept off the flies from the wreaths of fragrant flowers which decorated the pillars of the canopy, and several religious persons were employed in chanting verses of the Koran.

When we came to our farewell dinner at the Palace, the Vizier thanked me in earnest terms for the attention to the memory of his father, saying that my kindness had soothed Saadut Alli's latter days. This was a very curious expression, for my kindness to Saadut Alli had been only my rejection of a system of coercion towards him, publicly urged by Major Baillie, and so far acted upon before my arrival in India, that Mr. Clarke asserted the Nawab Vizier to have described it as having broken his father's heart. After dinner, at which Cassim Ali's talents had been again felicitously displayed, the buffoons were introduced; they went through their former exhibition, Bengalee and all, without the slightest variation; yet this uniformity did not seem to diminish the interest which the native part of the company took in the representation. After this comedy a man played upon the bheen. The instrument has not much compass or much melody to my ear; but the man sang to it in a manner which made the whole of the performance very pleasing. Lady Loudon had made to the Nawab Vizier, to his son, and to a little brother, whom his Excellency had adopted as a son, some presents curious to them, but of no intrinsic value. The Nawab grounded on this an attempt to obtain her acceptance of some magnificent jewels, but they were sturdily declined. We adjourned to another department, where the formal leave-taking ensued. Wreaths of an uncommonly light silvery tinsel were put by the Vizier over the neck of every European guest. We then embraced and separated. The young Prime Minister, from his frequent intercourse, had adopted great confidence in us, and he let us into a secret worth recording as characteristic of manners. The little brother of the Nawab's mentioned above (a son of Saadut Alli by one of the women of the zenana,) is quite a child, but is titular head of the judicial tribunal. He was sent with the Nawab's son, according to the etiquette, to the Resident's house to escort us to dinner. Lady Loudon not being quite dressed, I made them sit down with me till she should be ready. Unfortunately, the Chief Justice fell asleep. The mentor, who had accompanied him, immediately roused him in spite of my entreaties, and took him out of the room. I concluded he had led the young dignitary into the verandah for the sake of air, as his somnolency might well be ascribed to the heat; and I was confirmed in my supposition when I shortly after saw the boy return and resume his chair with infinite gravity. The true state of the case, however, was confidentially unfolded to us by Nusseeroodeen, who told us his uncle had been conducted into another room, and whipped for so gross a breach of ceremonious observances. Captain Gilbert, who had been one of the company at dinner, accompanied us to Constantia, and recounted to me an extraordinary phrase used by the Vizier. The distribution of the wreaths produced an irregularity which left his Excellency more unobserved than was usually the case. He went up to Captain Gilbert, and, taking the latter's hand, pressed it to his heart, saying, "Notwithstanding all you have seen happen, my friendship shall never be divorced from you, as I hope I shall prove to you in happier times." The Captain represents him as having said this with a look of peculiar distress. As to all public matters, he had been put into a situation of comfort and dignity beyond his fondest hopes; therefore an expression, which implied the present time to be not a happy one, must have had allusion to his sense of prostration before some secret and inexplicable influence galling to his mind.

EAST INDIA (OUDE CLAIMS).

COPY of REPORT from *E. C. Bagley*, Extra Judicial Commissioner of *Oude*, to the Chief Commissioner of *Oude*, on the subject of certain CLAIMS against the late NATIVE GOVERNMENT of *Oude*.

(*Colonel French.*)

Ordered, by The House of Commons, to be Printed,
18 July 1862.

428.

Under A oz.

EAST INDIA (OUDE CLAIMS).

RETURN to an Address of the Honourable The House of Commons,
dated 27 April 1863;—for,

“COPY of any DESPATCH from the Secretary of State for India to the Governor General of India, directing him to appoint a COMMISSION for the Re-investigation of the Cases of the CLAIMANTS against the late STATE of OUDE.”

India Office, }
28 April 1863. }

J. HAWKINS,
Secretary, Judicial Department.

COPY of DESPATCH from the Secretary of State for India to the Governor General of India, directing him to appoint a COMMISSION for the Re-investigation of the Cases of CLAIMANTS against the late STATE of OUDE.

(Judicial, No. 22.)

To his Excellency the Right Honourable the Governor General of India in
Council.

My Lord,

India Office, London, 28 February 1863.

PARA. 1. I now proceed to reply to the Despatches of your Government, in the Foreign Department, Nos. 141 and 14, dated respectively 7th September 1861 and 22d April 1862, transmitting the reports of Sir Barnes Peacock and Mr. Baillie on the claims of Mr. Frith and others on the late Native Government of Oude; and to communicate to your Lordship in Council the instructions of Her Majesty's Government in regard to the course which, in their opinion, should now be taken with the view of bringing these claims to a final decision.

2. Sir Barnes Peacock, after an elaborate investigation into some of these claims, expressed his opinion that the British Government was, neither morally nor otherwise, under any obligation to discharge them, and it was intimated to Mr. Frith, in Mr. Melville's letter of 29th July 1859, that Her Majesty's Government saw no reason to doubt the propriety of this decision. Mr. Bailey, the extra Judicial Commissioner of Oude, arrived at a similar conclusion upon others of these claims which were submitted to his investigation. Objections, however, have been urged against both these inquiries, on the ground that the claimants were not represented before the officers who conducted the investigations, and that the inquiries can scarcely be considered as fully carrying out the assurance given to Parliament in 1858, by the Minister for India, that “these claims could best be investigated by a Commission on the spot, and that such a Commission it was proposed to appoint.”

3. I have accordingly to request that your Lordship in Council will issue a Commission for the investigation of the claims preferred by the persons named
228. in

* Mr. Frith.
Mr. Grant.
Major Darrell.
Captain Webber.
Capt. Edwardes.
Mr. Clark.
Mr. Prendergast.

in the margin,* or of such of them as may appear to prosecute their claims ; and I shall be glad to find that you can make arrangements for appointing one of the Judges of the High Court to undertake this important duty.

4. You will issue orders that public notice be given of the issuing of this Commission, and of the date of its opening, which should be fixed at a sufficiently distant day to afford such of the parties as may be in Europe ample time to appear before it, and submit their evidence. On concluding the investigation, the Commissioner will report the proceedings, together with his own opinion on the several cases, to your Lordship in Council.

5. I leave it to your Lordship to consider whether it may not be advisable to have a short Act passed by your Council for making Laws and Regulations, empowering the Commissioner to summon witnesses, to administer oaths, to call for records from public offices, and to take all such steps as may be necessary to enable him to arrive at a satisfactory conclusion respecting the several matters which may be submitted to his inquiry.

6. The Government will, of course, be represented by counsel before the Commissioner.

I have, &c.
(signed) C. Wood.

EAST INDIA (ORDE CLAIMS).

COPY of Despatch from the Secretary of State
for India to the Governor General of India,
directing him to appoint a COMMISSION for the
Re-investigation of the Cases of the CLAIMANTS
against the late STATE of ORDE.

(Mr. Wylde.)

Ordered, by The House of Commons, to be Printed,
29 April 1863.

EAST INDIA (CAPTAIN FRITH).

RETURN to an Address of the Honourable The House of Commons,
dated 4 June 1863;—for,

- “ COPIES of a LETTER from the Government of *Bengal* to Captain *Robert Frith*, recalling him from the service of the Nabob of *Oude*, dated sometime in 1786 : ”
- “ Of all PAPERS and PROCEEDINGS connected with the CLAIM of Captain *Robert Frith*, on the Nabob of *Oude*, which were before the Council at *Calcutta* in the Year 1785 : ”
- “ Of all CORRESPONDENCE between Captain *Robert Frith*, Colonel *Collins*, Military Secretary to the Governor General, and Mr. *Edmonstone*, Persian Secretary to the Governor General of *India*, between the years 1785 and 1795, relating to the appointment held by Captain *Frith* in the service of the Nabob of *Oude* : ”
- “ And, of a LETTER from the Court of Directors to the Government of *India*, dated the 17th day of June 1857, directing it to appoint a Commission to investigate and report upon the pecuniary Claims against the State of *Oude*. ”

India Office, }
29 June 1863. }

J. W. K A Y E,
Secretary, Political Department.

NOTE.—There is no Letter from the Government of Bengal in 1786, recalling Captain Frith from the service of the Nabob on the records of this office.

(Mr. Wyld.)

Ordered, by The House of Commons, to be Printed,
27 July 1863.

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PAPERS RELATING TO THE CLAIMS OF CAPTAIN FRITH ON
THE LATE STATE OF OUDE.

EXTRACT Bengal Secret Consultations, 14 June 1785.

EXTRACT MINUTE by the Governor General (no date).

I BEG leave to lay before the Board a letter which I have received from Major Palmer.

The Board will recollect the letters that are recorded in consultation, 26 April, from the Vizier and his acting minister.

I communicated to Major Palmer my dissatisfaction at the contents of these letters, which were in the nature of a charge against this Government for breach of the engagements made with the Vizier.

Such a charge was ill founded, and a simple reference to Rajah Govindram's letters is sufficient to prove it so. Rajah Govindram states it as his own opinion, that it would be agreeable to this Government, that the Vizier should, of his own accord, offer to pay the expense of Sir John Cumming's detachment. The truth is, that the Company have not funds to pay such expense, and as the detachment, which is maintained for the Vizier's service, is absolutely necessary for the security of his dominions, and has been lately of very essential use, it seems most reasonable that the charges attending it should be defrayed by his Excellency.

I hope that the Vizier's funds will enable him to do so, more especially as the reduction which has lately been effected by this Government in the allowances granted by his Excellency to the servants of the Company in his country, gives him an additional resource of more than 10 lacs of rupees per annum.

EXTRACT Bengal Secret Consultations, 24 August 1785.

EXTRACT LETTER from the Resident at Lucknow to *Edward Hay*, Esq., Secretary to Governor General in the Secret Department, dated 15 July 1785.

Your letter of the 28th June, I have also had the honour to receive, on the subject of the salaries and arrears claimed by the servants of the Company and others stationed in the Vizier's dominions, and the resolution of the Board which you therein communicate, to leave the affair entirely with the Nabob to settle as he may think proper. As it was a measure that was neither known or authorised by the Board, I have thought expedient to make known to such of the gentlemen as are involved in the resolution, and also to acquaint the minister, for the information of his Highness, with the determination of the Board upon the subject.

EXTRACT Bengal Secret Consultations, 8 November 1785.

EXTRACT LETTER from the Resident at Lucknow to the Honourable *John Macpherson*, Governor General, dated 25 October 1785.

I HAVE already had the pleasure to acquaint you, under date the 20th ult., of the final settlement of the crore and five lakhs of rupees, which were paid by the Nabob to the Honourable Company. I have the honour now to inform you, that

for the service of the present Jussutree year 1193, beginning the 19th of last month, and ending in September following, the Vizier and his ministers have agreed to furnish 65 lakhs of rupees, which, by the account I now enclose, you will perceive provides for all the sums that I have been directed to bring into the account with this Government, as well as the arrears to the Futteyghur detachment, the subsidy for the Cawnpore Brigade, and part of the estimate for the Futteyghur troops for the present year 1193 ; and the Vizier and his ministers approving the present mode of carrying on the business of this court with your Presidency, being sensible of its utility to both Governments, being desirous of relieving the Honourable Company from any expense when they derive at least an equal advantage from the cause of it, and to testify also their sense of your attention to their convenience in reducing the expense of the salaries, beg me to entreat you will allow them to defray the arrears and salaries of the present year to the servants of the Residency here, and allowances to the military officers, who by your orders of the 3d of May last, are entitled to receive them, the account of which I have now the honour to transmit, whereby you will perceive, that it will prove a saving to the Honourable Company of 162,164 rupees, so in fact the money that is to be paid by this Government for the service of yours for this year, will be a clear net revenue unattended with any expense or diminution.

The kist or monthly payments for the present year of 3,25,000 rupees, will be regularly paid, and which, when the arrears to the troops shall be in part or wholly liquidated, will be found, I hope, sufficient for both stations; and to enable you to pay off as much of those arrears as they can, the ministers agree to furnish over and above the regular kists whatever is possible between this time and the 15th December, a particular account of which, as well as the kist bundee itself, I shall have the honour to forward as soon as the sum can be ascertained; in the meantime I am endeavouring, with the assistance of the minister, to obtain ready money by every means in my power, to relieve the present distresses of the troops.

Estimate of Claims for 1193.

Army :	Rs.	Rs.
Arrears, Futteyghur Detachment - - - - -	11,60,000	
Brigade for 12 months - - - - -	31,20,000	
Regiment at Lucknow - - - - -	3,00,000	
Futteyghur Detachment - - - - -	17,40,000	
		63,20,000
Mirza Saidit Ally - - - - -	- - -	2,00,000
Rohilla stipends - - - - -	- - -	61,578
Mr. Fraser's bond and interest - - - - -	- - -	1,70,000
Interest due the Shroffs - - - - -	- - -	4,00,000
Contingent bills of Major Lumsdaine Gilpin - - - - -	- - -	-
Captain Dinnis, &c., and arrears Resident Guard - - - - -	- - -	1,29,456
Abdul Rhemam Cawn's Candahar Cavalry - - - - -	- - -	76,000
Batta to the Shroffs, 5. 9. 3. on the balance due them when the late Governor fixed the Lucknow Secca rupee to pass as of equal value with the Fyzabad 16 sans - - - - -	- - -	71,910
		74,28,944
Lucknow Secca Rupees - - -		

EXTRACT Bengal Secret Consultations, 29 December 1785.

EXTRACT LETTER from Lieutenant Colonel *Harper* to *Edward Hay*, Esq., Secretary to the Governor General in the Secret Department, dated 2 December 1785.

I BEG you also to acquaint the Honourable Board that this Government is supplying four lacks of rupees beyond the usual kists, to pay off the arrears at Cawnpore and Futteyghur, and that I have borrowed one lac more for the same purpose. That I am also empowered to borrow as much more as will liquidate all the arrears, and that all the difficulties of this business will be at an end if the bankers at Benares would supply five or six lacks of rupees, which I would account with them for, and they would be repaid in six months, from that part of

of the supply for the present year, which will otherwise be remitted by bills of exchange. The three months of the new year 1193 furnishes as follows, which is wholly appropriated to the troops at Cawnpore and Futteyghur, except the Rohilla stipend, and one or two other inconsiderable payments:—

	<i>Rs.</i>
The kists of October, November, and December, at 3,25,000 rupees each -	9,75,000
Ready cash, paid and now paying by the Vizier's Government - - -	4,00,000
Borrowed by Lieutenant Colonel Harper, to be accounted for with the Vizier's Government - - - - -	1,07,500
	<hr/>
Sicca Rupees - - -	14,82,500
	<hr/>

I beg you will also be so good as to add, that my endeavours are unremitted to obtain money for the public service; that every supply is stopped to the Vizier's government, except those which cannot be withheld, and that the difficulties arise from the real scarcity of ready money.

EXTRACT Secret and Political Consultations, 2 October 1786.

THE GOVERNOR General delivers in the following Minute.

THE petition received from Mr. Fraser at our last meeting in this department has led me to apprehend that it has been sometimes the practice of this Board to interfere between his Excellency, the Nabob Vizier, and his private creditors, in a manner which, in my opinion, is highly inexpedient and improper, and unwarranted by the nature of our connexion with him. I therefore beg leave to move, that it may be resolved, that the Secretary should be ordered to convey our positive instructions to the Agent at Lucknow, that he shall not in future solicit the Vizier or his ministers for the payment of private debts; and to the accountant, that he must, on no pretence, receive any money, except on account of this Government.

(signed) *Cornwallis.*

EXTRACT Bengal Political and Secret Consultations, dated 17 August 1786,
(page 253).

MINUTE by the Governor General (undated).

THE Court of Directors, in their commands in the Secret Department of the 21st September last, approve fully of the agreement that was concluded between Mr. Hastings and the Nabob Vizier in September 1784, for withdrawing the Futteyghur Detachment, and discontinuing to charge the expenses of it to the Vizier after the 1st of January 1785.

In the 8th para. of their commands upon this subject they regret that the members of the Board (Mr. Stables and I) did not concur in opinion with Mr. Hastings when the question concerning the recall of Colonel Cumming's Detachment was under consideration, as the expense of it would, before "the arrival of their orders, amount to nearly 300,000 l." In the subsequent paras. of the same letter, viz., the 17th and 18th, the Court of Directors order "the Futteyghur Detachment to be continued so long as the Vizier shall deem such continuance necessary for his own safety, in which case the expense thereof must be carried to his account, agreeably to the stipulations of the Treaty of 1781; but that as soon as the Vizier shall cease to require the assistance of all or any part of the detachment, the former orders, as in paragraph 7, are to be carried into execution."

I wished to delay to the latest period of the Despatch my observations on the preceding paragraphs. Did the situation of affairs in the Vizier's country, or in its neighbourhood, admit the withdrawing the Futteyghur Detachment, I should

have anticipated the Company's wishes, and would have proposed the measure. But the Court of Directors have only to peruse Mr. Anderson's late correspondence from the Court of Scindia, and to consider the situation in which we actually stand with that formidable power; they will then immediately admit that it would be the worst policy, even if the Vizier wished it, to withdraw the troops which are on our frontier, and keep Scindia in check. The Vizier has not required their recall since the first invasion of the Seiks in January 1785.

The Company need never be alarmed that their ruling servants on the spot will become the advocates of subjecting the Vizier to the employment of an unnecessary body of the Company's troops, nor of charging his Excellency with a disproportionate share of the expense necessary to maintain our army. They should remember that in 1781 the Futteyghur Detachment was recalled, but that there was a necessity speedily for marching it back, yet at that time Scindia had made little progress in his conquests. The Mogul was not his prisoner, nor had he demanded the tribute of Bengal, nor had our minister been obliged, from causes of suspicion, to withdraw for a time from his Court.

If the rulers of the Bengal Government had not been determined to sacrifice every consideration of influence or of patronage to the public interest, they had only to execute the Company's orders literally, for which the Vizier would be happy to give military commands and appointments to those who might be recommended to him as the friends of administration. But experience has shown that a military force so constituted would be of little use for the defence of the country, though as expensive to the Nabob as the Company's troops. Another circumstance will readily occur to the Court of Directors. The Vizier has invariably taken care that he should be in arrears to the Company, and should the zeal of the Bengal Government obtain at any time more resources from the Vizier than the Company desire, it is only necessary to deduct so much from the Vizier's debt by a Special Order. While I am upon this subject, it is with sincere pleasure I reflect that, without our proposing a single measure of severity or oppression, it has fallen to my lot, as a member of this Government, to assist in realising from the Vizier's country those aids which have unequivocally supported the Company in their late distress. In December 1781, soon after my arrival in this country, I found that the effects of the treaty concluded with the Vizier at Chunar in the preceding September were likely to be of little advantage. Messrs Middleton and Johnson were pressed to exert themselves, and before Mr. Bristow's appointment in September 1782 took effect, they remitted to the Presidency of Fort William, and paid to our troops without the provinces, Fyzabad Rs. 1,24,89,795. 12. 7.

Mr. Bristow, during his Residency, remitted and paid Fyzabad Rs. 1,65,39,544. 2. 8. The contest about the Residency ended in Mr. Hastings' realisation of a debt of 105 lacks from the Vizier. Colonel Harper's settlement of 1785 amounted for different purposes to 65 lacks. These aggregate sums were the extra relief which carried us through the expense of the late war, and the burthen it left upon our Treasury. But in a political view, the security gained to Bengal by having a proper force upon our frontier is a still greater object, and I venture to say, that had Mr. Stables and I agreed to withdraw the Futteyghur Detachment in January 1785, or to load the Company with its expense, the people in the Vizier's country would not have been relieved in a rupee of their taxes, and the quiet of the country could not have been maintained. It is not indirect reproach, but the approbation due for an honest perseverance in supporting the power and advantage of the Company that we merited by not approving of the proposal for withdrawing the detachment. The money paid to the detachment is spent in the Vizier's country without oppression of his ryots, whereas the sum which the Vizier would be charged by his ministers for an useless rabble for the defence of Rohileund would be larger than that paid to our detachment, and that rabble would receive little or no pay, but live on plunder and the oppression of the inhabitants. It is a fact, that the only parts of the Vizier's country that have any regular protection are those within the influence of the protection of our troops.

The justice and the humanity of the Company very naturally lead them to attend to their public engagements with sacred punctuality, nor do they consider any extra aids derived from a country said to be already exhausted as a creditable or desirable aid. But they should be informed that they lose, instead of gaining, by their protection of the Vizier's country, that they are now so situated

situated with that country that they must defend it or run the risk of losing their own; that the Vizier's troops are and ever will be incapable of defending it properly; that the expense of such troops is greater in the end, and more oppressive to the country, than the charge of our brigades, and that the real question is, whether the Company shall be at the chief expense of protecting the Vizier's country, or his minister be permitted to possess a great share of the revenues of that country.

The actual expense of the present force in the Vizier's country is by the pay-master-general's account, 3,30,000 rupees per month, or 39,60,000 rupees per annum. His debt to the Company on other grounds is considerable. The Board have released his Excellency of about 14 lacks a year which were a fund of patronage. The re-establishment of the Resident's guard, necessary from the mutinies at Lucknow, which even endangered the Vizier's life, together with the transfer of the command of the guards attached to the person of the Shahzada, from a turbulent native to Captain Sloper, are the only points creating any additional expense that have been recommended by the Board to his Excellency; these recommendations did not add to his real expenses, though they tended to strengthen the military security of his country.

The principles of my letter of the 18th February 1785, which the Company have so much applauded, I have faithfully maintained in every intercourse of this Government with the Vizier, but I wish I could add that these principles on my part had increased his attachment to the Company, or had added to the punctuality of his ministers in performing their engagements. Upon this subject I shall have much to lay before the Board soon, and for the information of the new Governor General. In the meantime I have thought it my duty to be thus explicit on a subject which does not seem to be fully understood by the Company or the Board of Control. If they please to recollect that, in November last, 12 lacks only in specie (a sum which drafts on England could not raise) were instrumental in saving the Carnatic, or in other words, that without those 12 lacks the mutinies of Fort St. George might have been fatal in their consequences; it will then be remembered that neither Mr. Stables nor I were much to blame in endeavouring to realise from Oude the greatest aids we could in January 1785, and in opposing the recall of a detachment of which the expense would have fallen totally upon the Company, while the country of their ally remained exposed to inroads that would have destroyed its revenue to a greater amount. I shall only observe, further, that had the Futteyghur detachment been recalled before Scindia had made his demand for the Bengal tribute, we should not have been in a situation for taking those speedy measures which enabled us to compel Scindia to disown his humble demand.

Ordered, that a copy of the foregoing Minute be transmitted to the Honourable Court of Directors a number in the packet now under despatch.

EXTRACT Secret and Political Consultations, 20 December 1786.

Mr. *Macpherson* delivers in the following Minute.

In the letter from the Board, in the Secret Department, to the Secret Committee of the Court of Directors, dated the 11th November last, and written when I was absent on account of my sickness, I am apprehensive, from a perusal of the 30th paragraph, that the Minute which Earl Cornwallis introduced, recommending the non-interference of Government in future to obtain payment of private debts, owing by the Nabob Vizier, may be misconstrued by the Court of Directors, I heartily concur with his Lordship in the object of that Minute, and in the eventual resolution of the Board to forbid the Agent of Lucknow from mixing the accounts of private claimants with those. But as I never, in any period of my service, or administration, moved the Board publicly, nor applied to the Nabob privately, to discharge a debt to any individual; and as the claims of Mr. Fraser, which brought on the proposition of the Governor General, were mixed with the public accounts by order of my predecessors in office, so I request that the Board will be pleased to take notice of this circumstance in their secret letter to the Secret Committee; a reference to the records will show clearly that

Mr. Macpherson's
Minute.

I never moved the Board to admit a private claim of any of the Nabob Vizier's private creditors to be admitted with the Company's claims, the claims of the Company's officers serving in the Vizier's country, and allowed specific sums for contingent expenses incurred in the Vizier's service, are of a different nature, and should never in my opinion be passed, but by the Board, and audited in the department where military contingent disbursements are audited, after which, those that are admitted should be added by express order of the Board to the claims against the Vizier, the claim of Lieutenant Colonel Peter Murray could not but be referred to the Vizier's ministers, and the orders of the Board were very guarded upon the subject. It was for an inconsiderable sum, and for services officially performed.

The claim of Mr. Plowden was stated to the Board upon oath, and for property sold to the Vizier; that circumstance entitled it to a preferable attention to any other private claim that was at any time announced to us, but no order passed, nor even recommendation to the President to recover its amount.

Being upon this subject, and fully impressed with the propriety and dignity of the resolution proposed by Earl Cornwallis, against interference for the recovery of private claims from the Vizier, I cannot but express a wish that all British subjects who have any demands upon the Vizier, by bond or otherwise, should be called upon to state them by a particular day, and these claims should afterwards be stated to the Company, for their directions concerning their final adjustment.

Notice might be published to all persons concerned, relative to this determination of Government, and no British subject could, after such a prohibition, have the least pretence to solicit the interference of this Government in favour of their claims upon, or their transaction with, the Vizier.

A similar regulation, if early adopted, and put in force by the Company, would have prevented all the trouble they have had relative to the debts of the Nabob of Arcot; nor do I know if any other arrangements can secure the Governor General for the time from vexatious solicitations relative to claims and debts due by the Vizier.

Agreed, that the substance of the first part of Mr. Macpherson's Minute be mentioned to the Honourable Court of Directors by the ship under despatch, and that the proposition contained in the latter part of it, do lie for consideration.

(signed) *Cornwallis.*
John Macpherson.
Chas. Stuart.

EXTRACT Secret and Political Consultations, 22 December 1786.

THE Governor General delivers in the following Minute.

The Governor
General's Minute.

I SHOULD, in any case, be sorry to have my intentions misconstrued by the Court of Directors; but it would give me particular concern if any part of the conduct of my predecessor in office should be affected by such misconception. I cannot, therefore, have the smallest objection to comply with Mr. Macpherson's wishes, that the explanation which he gives of the line that he pursued in regard to the claims of individuals upon the Vizier shall be stated in our next General Letter in the Secret Department. A strict adherence to our general resolution against all future interference of that kind will, I am persuaded, be found useful and creditable to this Government, and as the principles upon which that resolution was founded will soon be generally known, I cannot say that I apprehend much inconvenience from private solicitation. I think it very possible that individuals, who know that they cannot succeed here, will try the fate of similar applications to the Court of Directors; but as I will freely confess that the reasons which actuated us should in my opinion lose none of their force with the Honourable Court, it would not be justifiable in me to recommend the measure of calling for and stating a list of the private debts of the Nabob Vizier to British subjects. It would most reasonably be construed into an implied intention of giving assistance to recover them, and would directly contradict the declaration that I have given on the proper line for the future conduct of the Government.

Mr. Macpherson.

THE ideas which I suggested, relative to the ascertainment of private claims from British creditors against the Nabob Vizier, were to relieve the Governor General particularly, and the Company in future, from any applications on similar subjects. Whatever appears best to the Governor General, after the circumstances which I have stated, cannot but meet my wishes.

Mr. Macpherson's
Minute.

EXTRACT Bengal Political Consultations, 27 June 1792.

EXTRACT LETTER from the Resident at Lucknow to Earl *Cornwallis*, Governor General; dated 10 June 1792.

2. THE Rajah said that all the demands of every kind against the Nawab could not be much less than a crore of rupees; that an account of the Hustabood of the country was nearly prepared, which he would show to me as soon as finished; that it was absolutely necessary some system should be adopted, and not departed from, by which his Excellency should so limit his expenses as to secure a provision—firstly, for the regular discharge of the Company's subsidy; secondly, for defraying the necessary expenses of Government; and thirdly, of a gradual liquidation (which he was ready to admit could not be done in the course of one year) of the claims above mentioned.

EXTRACT Bengal Political Consultations, dated 9 October 1795.

(No. 30.)

EXTRACT LETTER from the Resident at Lucknow, to Sir *John Shore*, Bart., Governor General; dated 23 September 1795.

10. ALTHOUGH the above paragraph relative to the army formed one of the particulars entrusted to my communication, yet another will be found in the enclosed translation of a letter addressed to me by his Excellency. Although the Vizier, in the plan of government which he delivered to me, declared that he will pay the debts due by his Government, and the answer to that part of the plan which I delivered in, and have corroborated by agreement, elucidatory of the inestimable value of justice, might be considered sufficient grounds for me to address you on this subject without the written application made to me by his Excellency; yet, sensible that these debts have no concern with your Administration further than the discharge of them will contribute to establish the credit of your ally, and aware that the demands are considerable, I thought it my duty to obtain the application for your assistance under his Excellency's seal; and with the view of putting a stop, as far as lies in my power, to the evasions which I apprehend, in matters of this nature, will be made, if not by Tickait Roy at least by those who under him were in charge of the treasury, and are said to have large sums of private property invested in the funds, I suggested that the spirit of the order to Tickait Roy might be expressed in the letter, as well as a declaration that funds should be allotted for the discharge of the debts as soon as they can be ascertained.

11. As the wisdom of Government has thought proper to enjoin a decided line of non-interference on the part of your Resident in the debts due to individuals, whether Europeans or Natives, except in transmitting the applications and forwarding answers to them, I have confined myself to the injunction in such applications as have, owing to the change which his Excellency made in taking the treasury into his own charge, been lately made by Europeans.

12. While informed of the particulars of these debts only on grounds which will not enable me to lay them before you as authentic, I am compelled to be silent on the principal points which are necessary for your information, in the event that you may think proper to delegate any power to me in this respect. But I cannot help observing that, whatever may be his Excellency's disposition to discharge these debts, the inquiry into them may, unless invigorated by the influence of the English Government, be subject to intrigues and delays highly injurious to his Excellency's dignity, to the credit of his Government, as well as ruinous to the unsupported individual who has been led, by practice long established under mismanagement,

to place his property in the funds, and oftentimes by hopes of obtaining trifling patronage, in the pursuit of commercial concerns, from the ministers; whose pernicious system of providing for the exigencies of Government by loans too frequently compelled them to seek this fleeting assistance from any whose situation made them court favour by such means, and whose ignorance of the tottering political state of the finance of this Government did not permit them to see the danger to which they were about to expose their property.

13. Under this idea, I beg leave to remark that your authority to acquiesce in his Excellency's request will be sufficient for the present, should you think proper to contribute so much towards the dignity and reputation of this Government, and to honour me with so important a duty: at the same time I humbly offer my services, with the earnest hope that the decision on the debts may be pronounced final only on your confirmation of, and sanction to, the report which may be transmitted to you, under the attestation of the parties concerned, or their representatives; so that I may not be hereafter considered in any shape responsible, but to the Power which delegates the authority to me for the pursuit of an inquiry beneficial, perhaps, to the Company only in the secondary degree, and to me in no respect whatever, except in the credit which I hope to attain for impartiality and a zealous desire to discharge my duty.

(No. 31.)

TRANSLATION of a LETTER from His Excellency the Vizier to the Resident at his Court. (Received 19 September 1795.)

I AM so convinced of the friendship of the Governor General, and so sensible of your exertions and desire to strengthen that intimacy between two Governments, which, by the blessing of God and the unanimity that prevails, must increase daily, that by the assistance of Providence, and the advice and counsels of the Governor General, conveyed through your zeal and great exertions, the affairs of my Government, which have for years been declining, will be put in order, and my Government become flourishing.

Aware that the practice of supplying the exigencies of Government by borrowing money was a source of this decline, and had brought upon the State very great distresses, I took the management of my treasury into my own hands, in order to put an end to this practice, and directed that no disbursements should be made but from my treasury. Although I was before acquainted with the particulars of the debts, yet, from applications which have been made to me by the creditors, I observe that large sums have been lent to my Government by Europeans. "Do justice" and a good name are strong supports to a Government; my desire is that the debts be inquired into and ascertained, and that the just ones be put in train of payment. Placing great confidence in the friendship of the Governor General, I wished that he should be kind enough to interest himself in the debts of my Government. I am happy and pleased with the replies and communications which you have made to me from him: I am in the highest degree obliged to him, and pleased with your friendship. I have directed Rajah Tickait Roy to prepare the accounts of the debts due by my Government to Europeans and to Natives, and to report the particulars to you. I request that you will ascertain the true and just debts, and report the same to the Governor General, who will be pleased to communicate his sentiments to you for my information. I am now going on my usual hunting excursion, and I shall, at the same time, see the state of my country. I have, by the blessing of God and the kind aid of the Governor General, established my Government on a new system; and when the amount of the just debts, which are a heavy burthen on my Government, shall be known, I will inform you of the plan for paying them, which you will communicate to the Governor General.

(No. 32.)

THE following letter, approved by the Board, is written to the Resident at Lucknow by the Governor General:—

To *G. F. Cherry*, Esq., Resident, Lucknow; dated 9 October 1795.

Sir,

I HAVE received your letter of the 23d ultimo. My reply will be confined to two subjects which require remark—the arrangements of his Excellency's army, and the liquidation of his debts.

With respect to the first, I cannot but express my regret that, for any reasons, any arrangements so indispensably necessary to the independency of his Excellency and the security of his dominions should have been deferred; and I must therefore recommend that, after his Excellency's return to Lucknow, you point out

out to him, in the strongest terms, the obvious dangers attending a delay in reforming his military establishments. You can be at no loss for arguments to support a proposition which looks to the security of the Vizier, and I have no hesitation in urging his exertion towards objects of such magnitude and importance.

Under the cautionary suggestions in my former instructions, which you have already received, respecting the just demands upon the Vizier, I can have no objection to affording his Excellency the assistance of your interference in promoting an adjustment of those demands, or, if necessary, of giving my sentiments upon it when prepared. I accordingly authorise you to comply with his Excellency's application—viz., to ascertain the true and just debts, with a view to their being put into a train of payment.

I am happy to learn that his Excellency's absence is not likely to occasion any interruption to the prosecution of the arrangements on foot.

EXTRACT Bengal Political Consultations, dated 23 November 1795.

(No. 29.)

EXTRACT LETTER from the Resident at Lucknow, to Sir *John Shore*, Bart.,
Governor General. (No date.)

6. ON being honoured with the receipt of your commands of the 9th October, I addressed his Excellency (No. 2), and on the arrival of Rajah Tickait Roy and Butchraje, I received the accompanying letters from his Excellency (Nos. 3 and 4). The reference made by his Excellency to the verbal communications of Rajah Butchraje, and the sincere declarations contained in those letters, that the debts are to be put into a train of payment, induced me to confine my conversation with him, for the present, to the debts only. He informed me that it was his Excellency's wish that I should examine the accounts of the debts, which would be delivered to me by Tickait Roy, and in the investigation into the debts extend my inquiries, as far as might appear necessary, into the Jumma Khurch accounts of the Government. I do myself the honour to lay before you a general statement of the debts, as delivered to me by Tickait Roy. The very appropriations of their amounts, and the indefinite items under which they are placed in this statement, appear at present to demand that an examination of the Jumma Khurch accounts of the periods of the accumulation of the debt should take place, before it can be expected that the Vizier will provide funds for their discharge.

7. I am informed by Rajah Tickait Roy, that notwithstanding the declared appropriation of the amounts of these debts to the expenses of the Sirkar, &c., there are arrears due—to the various departments of the Government, the Tunkawdar pensioners, the troops, the Prince, and other regular demands—of near 75 lacs more. Tickait Roy has promised to deliver me this account in a day or two, and has engaged to his Excellency that the Jumma Khurch accounts of his own Administration shall be ready for his Excellency's and my inspection by his return to Lucknow.

8. Meaning to call on Tickait Roy for the detailed accounts of the debts comprised in the accompanying statement, and on receipt of them to demand the accounts from the creditors, I shall beg your permission to transmit for your information separate journals of my proceedings on this subject, to divide my investigation into two heads—one, the inquiry into the claims of the creditors on the State; and the other, how far the claims are in justice to be answered by his Excellency, or have arisen from a combination between the creditors and the executive officers of the Government, being informed by Rajah Butchrajee that on an examination into the Wassil Baky accounts of the last year's revenues at Fyzabad, no arrears are due from the country.

(No. 31.)

LETTER from the Resident at *Lucknow* to the Vizier; dated 24 October 1795.

I WAS honoured with your Excellency's letter prior to your departure from Lucknow; *vide* letter received 19th September 1795.

Having transmitted your Excellency's commands for the information of the
519. B 2 Governor

Governor General, I am directed to express his satisfaction at your Excellency's determination to investigate the debts due by your Government, and to place those which are just in a train of payment. The Governor General, anxious not only for the prosperity of the affairs of your Government, but equally so for the reputation of your Excellency's family in the eyes of the Powers of Hindostan (to which nothing can more contribute than this determination which your Excellency has made), and sensible that no means can add to the confidence of men of property, in the event of future emergency, more than a rigid adherence to justice in concerns of this nature, has been pleased to direct me to comply with your application for the assistance of the Company in order to ascertain the true and just debts, with a view to their being put into a train of payment.

I beg leave, therefore, to inform your Excellency that I wait for the return of Tickait Roy to Lucknow, pursuant to your Excellency's orders, to commence on the investigation of the debts. When the investigation is concluded, I shall be happy to transmit your Excellency's further commands on this subject for the sentiments of the Governor General.

(No. 32.)

FROM the Vizier to the Resident. (Received 2 November 1795.)

I HAVE desired Rajah Tickait Roy and Rajah Butchraje to repair to Lucknow. You are from your heart disposed for the prosperity and reputation of my Government. I have communicated my sentiments on the debts due to Europeans and bankers to Rajah Butchraje. You will consider the representations of Rajah Butchraje relative to the debts, and every other matter whatever, as my pleasure, because you are anxious for the prosperity of my Government. I am in every sense pleased with and thankful for your friendship, and in every respect am confident and happy. I consider my welfare and the prosperity of my affairs to depend entirely on the favour of Providence and your friendship and exertions; and I am convinced that through your means this heavy load of debt will be easily and with every accommodation paid, and I shall be grateful.

(No. 33.)

FROM the Vizier to the Resident, acknowledging the receipt of the Letter from the Resident dated 24 October. (Received 2 November 1795.)

It is a source of great satisfaction to me that the Governor General was pleased on learning my determination to discharge the debts due from my Government, and that, impressed by the sincerity of friendship, he is at all times anxious for the prosperity and welfare of my Government, and from his heart is desirous to see my dignity and respectability increase; that wishing for my happiness and ease in every matter, and particularly in affairs of this nature, he had written to you on the subject. I trust that you will be convinced that I am in every respect confident in, and satisfied with, your friendship and goodness, and that my heart is overjoyed. I have the most sincere confidence that by the blessing of God, and with the boundless kindness of the Governor General, you will devote yourself with sincerity and zeal to the prosperity of my Government. Now that Rajah Tickait Roy and Rajah Butchraje are going to Lucknow, you will, with the purest friendship and impartiality, and considering the reputation of my Government concerned, inquire into the just and fair debts which are due from my Government to Europeans. When the investigation is brought to a close, you will let me know the result; for on a view of the confusion which, by the system of contracting debts, had crept into my disbursements, and occasioned the most inexpressible distress to my Government, I took the charge of my treasury myself, that a stop might be put to this evil, and have resolved to pay attention to everything. It is very well known to you that, in consequence of the distresses and incumbrances which overwhelmed me, no arrangement that is practicable and gradual could be suggested for the payment of the debts but by the kindness of Heaven, the friendship of the Governor General, and your exertions. Your friendship has made me rejoiced to the last degree, and has impressed me with the fullest confidence and ease of mind. This renovation of my Government, and prosperity which begins to appear in it, and which will daily increase, is owing solely to your friendship and to your prudence, and I am grateful to you for it. Further particulars will be known to you from the communications of Rajah Butchraje.

ACCOUNT of the DEBTS due by GOVERNMENT to the end of Zelheijeh 1209, corresponding with 18th July 1795; delivered to the Resident by Rajah Tickait Roy on 3d November 1795.

SUMS appropriated to the Expenses of Government, and to the Payment of the Company's Subsidy, negotiated by Dhunput Roy.

<i>From English Gentlemen.</i>	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
Colonel Martin, exclusive of arrears due on account of the department under his superintendence - -	- -	- -	25,00,000	
Mr. James Orr - - - -	- -	- -	7,75,000	
Mr. Geo. Johnstone - - - -	- -	7,57,000		
Paid in part - - - -	- -	27,029		
			7,29,971	
Through the channel of Sherf Ally Khan.	4,75,000			
Deduct:				
From the Chowdry and other Bankers	90,000	3,85,000		
Not received - - - -	- -	1,50,000		
			2,35,000	
Captain Brown - - - -	- -	- -	22,017	
Mr. Robert Beecher - - - -	- -	- -	1,00,000	
Dr. R. Bruce - - - -	- -	- -	4,00,000	
				47,61,988
<i>From Bankers.</i>				
Ongur Sun, &c. - - - -	- -	6,92,000		
Munsaram, &c. - - - -	- -	4,02,132		
By the hands of Kishory Doss, on a deposit of the jewels of Hyder Beg Khan.	1,43,000			
Deduct:				
Belonging to Jopaul Shah - -	7,000			
	1,36,000			
Money - - - -	1,00,500			
		2,36,000		
Munnohur Doss, &c. - - - -	- -	3,12,000		
Subul Ram Gudary Loll - - - -	- -	1,50,000		
Matradoss Gunneah Doss - - - -	- -	1,01,000		
Through Bisheshun Doss - - - -	- -	1,36,000		
Shaw Kinchund, on a deposit of the jewels of Hyder Beg Khan.	7,000			
On a bond for three lacs - - - -	25,000			
		32,000		
Oody Ram - - - -	2,50,000			
Paid - - - -	1,93,000			
		57,000		
			21,18,632	
Through Bakun Doss, &c. - - - -	- -	3,78,000		
Busty Ram, through Lolla Sum boonat.	- -	5,90,000		
Rajah Moanim, for the use of the Kharkana.	- -	45,000		
Through Baboo Ram Sunder - - - -	- -	33,000		
Through Almass Ally Khan - - - -	- -	6,00,000		
			16,46,000	
				37,64,632
TOTAL the Expenses of Government and the Company's Subsidy, subject to the investigation of the Jumma Khurch Accounts for any difference (carried forward) -				85,26,620

Brought forward - - -				Rs. 85,26,620
SUMS appropriated for the use of the Dowab, under the Superintendence of Rajah Hoolass Roy, exclusive of Arrears due to the Moodies.				
From English Gentlemen.	Rs.	Rs.	Rs.	
Dr. R. Bruce - - - -	- -	50,000		
Mr. Deverinne - - - -	- -	50,000		
Through Mr. G. Johnstone and Kisshoorydoss.	- -	1,29,524		
Mr. Pringle - - - -	- -	92,269		
Colonel Martin - - - -	- -	1,05,000		
			4,26,793*	
* Of this a tunkah was granted on the Nawab of Furruckabad for 25,000, whatever may have been received of it.				
From Bankers.	Rs.	Rs.	Rs.	
Doorka Doss Mootee Chund - -	- -	2,23,128		
Lolljee Likraje - - - -	- -	18,539		
Bowanny Persaud - - - -	- -	1,30,000		
Chowdry Ongur Sun - - - -	- -	1,38,043		
Beny Ram Mool Chund - - - -	- -	16,000		
Tug Chund, Shroff - - - -	- -	14,702		
Jollanaut Kishen Doss - - - -	- -	4,600		
Lolljee, Shroff - - - -	- -	10,000		
Bagonaut Persaud - - - -	- -	5,000		
Colka Doss - - - -	- -	4,200		
Nund Kishore - - - -	- -	60,000		
Bab Macund - - - -	- -	50,386		
Hur Sahai - - - -	- -	20,000		
Buny Ram, through Suckund Loll -	- -	35,000		
Berje Bookun Doss - - - -	- -	7,686		
Metoo Lall Sejeram - - - -	- -	1,060		
Besheshur Doss - - - -	- -	1,06,000		
Ahassy Ram - - - -	- -	10,622		
			8,54,966	
Beny Ram Takoor Doss - - - -	- -	29,047		
Ramisser Doss - - - -	- -	2,122		
Nobut Roy - - - -	- -	20,000		
Bugwan Doss - - - -	- -	17,206		
Dhunput Roy - - - -	- -	3,38,043		
Praun Sook, &c. - - - -	- -	25,323		
			4,31,741	
				17,13,500
			Rs.	1,02,40,120

(A true translation.)

(signed) G. F. Cherry,
Resident.

POLITICAL DEPARTMENT.

(No. 22.)

LETTER from the Court of Directors to the Government of India, dated 17 June
1857.

1. WE transmit to you herewith copies of letters and memorials from persons* residing in this country, relative to certain alleged claims upon the late Native Government of Oude, together with our answers to the same. We forward at the same time a printed copy of a return made to an Order of the House of Commons on the 17th of March 1857.

* Children of the late Lieutenant Colonel Edwards.
Rev. James Fendell, executor of the widow of Mr. Robert Grant.
Representative of the late Colonel Frith.
Mr. J. H. Clark.

2. With reference to these documents, and to any others, of a similar character, which may have been submitted directly to your Government by claimants in India, we desire that you will, with as little delay as possible, cause all *bonâ fide* claims against the late Native Government of Oude to be investigated and reported upon, either by the Financial Commissioner of Oude, or by some officer specially appointed for the purpose (acting under the orders of the Chief Commissioner), with such establishment as you may think fit to authorise.

3. We desire that you will give us the earliest possible information of the arrangement which you make in pursuance of these instructions.

We are, &c.
(signed) *R. D. Mangles,*
F. Currie,
&c. &c. &c.

EAST INDIA (CAPTAIN FRITH).

P A P E R S

RELATING TO THE

CLAIM OF CAPTAIN FRITH

ON THE

LATE STATE OF OUDE.

(*Mr. Wylde.*)

*Ordered, by The House of Commons, to be Printed,
27 July 1863.*

519.

Under 2 os.

OUDE CLAIMS INQUIRY.

RETURN to an Address of the Honourable The House of Commons,
dated 24 July 1863;—for,

“COPY of any LETTER from the Secretary of State for *India*, to the Governor General of *India*, directing him to make Arrangements for holding the INQUIRY into the CLAIMS against the late STATE of *Oude*, at *Calcutta*, instead of at *Lucknow*, at as early a Period as possible after the 1st day of October next.”

India Office, }
27 July 1863. }

J. H A W K I N S,
Secretary, Judicial and Legislative Department.

(No. 65.)

His Excellency the Right Honourable the Governor General of India in
Council.

My Lord,

India Office, 24 July 1863.

I HAVE to acknowledge the receipt of your Foreign (Judicial) Despatch, Judicial.
dated 8th May (No. 5) 1863, stating that a commission for the investigation of the claims on the late Native Government of Oude will sit at Lucknow, as soon as possible after the 1st February 1864.

2. Notice has been given to the whole of the claimants, as requested in the 2d paragraph of your Despatch, with the exception of Captain Webber, whose address has not yet been ascertained.

3. I now transmit to you copies of the replies received from six of the claimants, as noted in the margin. You will observe that some of them have expressed a desire that the Commission should hold its sittings in Calcutta, and Mr. Frith is anxious that it should sit not later than October. From the information at present before me, I am not aware of any objection to a compliance with these wishes. I have, therefore, to request that, unless there is some objection to such a course, you will make arrangements for holding the inquiry at Calcutta, and at as early a period as possible after the 1st October next, so as to meet the convenience of the claimants.

Mr. Frith;
Mr. Grant;
Miss Clark;
Mr. St. B. Sladen,
Solicitor to Mr.
Prendergast;
Lady Darrell;
A. A. F. Edwards,
Esq.; and others.

4. I also transmit copy of a letter from Messrs. Gosling and Girdlestone, stating that the claim of Mr. Robert Grant is the property of their client, Mr. Warren H. L. Frith.

I have, &c.
(signed) C. Wood.

OUDE CLAIMS INQUIRY.

COPY of LETTER from the Secretary of State for *India*, to the Governor General of *India*, directing him to make Arrangements for holding the INQUIRY into the Claims against the late State of *Oude*, at *Calcutta*, instead of at *Lucknow*, at as early a Period as possible after the 1st day of October next.

(*Mr. Widd.*)

Ordered, by The House of Commons, to be Printed,
27 July 1863.

OUDE CLAIMS (ASOPH-UL-DOWLAH).

RETURN to an Address of the Honourable The House of Commons,
dated 24 July 1863;—for,

“ COPY of any MEMORIAL or STATEMENT of Mr. *Wellesley Bowes Prendergast*, Agent of the Representatives of *Monohur Doss* and *Dwarcah Doss*, commonly called ‘the Calcutta Bankers,’ respecting the CLAIM for the Payment of the PUBLIC DEBT contracted by *Asoph-ul-Dowlah*, the Vizier of *Oude*, in aid of his Subsidy to the Bengal Government, with APPENDIX thereto, presented to Her Majesty’s Secretary of State for *India* in Council, since the Year 1857.”

India Office, }
27 July 1863. }

J. W. KAYE,
Secretary, Political Department.

MEMORIAL of Mr. *Wellesley Bowes Prendergast*.

THE undersigned, *Wellesley Bowes Prendergast*, Agent of the present Representatives of *Monohur Doss* and *Dwarcah Doss*, commonly called “the Calcutta bankers,” begs respectfully to lay the following statement before Her Majesty’s Secretary of State for *India* in Council, respecting their claim for the payment of the public debt, amounting to 12 lakhs, or thereabouts, contracted in the years 1793 and 1794 by *Asoph-ul-Dowlah*, the Vizier of *Oude*, in aid of his subsidy to the Bengal Government, and of the expenses of the troops sent to *Rohilcund*, then in rebellion against both Governments.

See Lord Brougham’s
Speech, Parl. Deb.
1834.

1. The claim of “the Calcutta bankers” has from time to time occupied the attention of the Bengal Government, the India House, the Board of Control, the courts of law, and both Houses of Parliament; and the voluminous printed records on the subject, which are in the possession of your Honourable Council, render it unnecessary to enter into a detailed narrative of the case, or of the unforeseen circumstances and public events which have impeded the regular pursuit of it; but the claimants having perused “a copy of a letter from the Government of *India* to Lord Stanley, dated 17th of May 1859, with reference to certain claims upon the Native Government of *Oude*,” they are desirous of calling the attention of your Honourable Council to the following facts:—

2. The validity and purity of their claim has been fully and repeatedly recognised by both the Native and British Governments, viz.,

First. By the loans in question having been originally negotiated through Mr. Cherry, the British Resident at Lucknow, for the purposes above stated.

See his despatch of 29th January 1795, and the Governor General’s reply, dated 25th February 1795, approving.

Secondly. By their having been vouched and transmitted as “just” to the Governor General by Mr. Cherry, on the 14th of April 1796.

Thirdly. By terms of compromise having been offered by Mr. Cherry’s successor, Mr. Lumsden, and rejected by the bankers, as being inferior to those granted to other British subjects.

See Mr. Lumsden’s
despatch, dated 28th
September 1796.

Fourthly. By the Earl of Moira’s Minute on the claim, dated 1st January 1816, in which he declares it to be “pure in origin and correct in amount.”

See App. Ext. 5.

See App. Ext. 7.

Fifthly. By the letter from Mr. Strachey, the Resident at Lucknow, to the Vizier, dated 24th October 1816, urging the payment of the claim, on the ground of its "admitted justness."

See App. Ext. 6.

Sixthly. By the Report of the Government of Bengal upon the claim, dated the 9th of November 1816.

See Mr. M. G. Prendergast's letter to the Duke of Wellington, printed by order of the House of Commons.

Seventhly. By the Vizier's reply to the Resident's appeal, dated 29th of October 1816, in which he does not attempt to impugn the validity of the debt. To which may be added the unimpeachable testimony of the Marquis Wellesley, in a letter to the Earl of Moira, dated the 3d of May 1814, and placed upon record; as also that of Mr. Joseph Hume, who sat upon the Committee of the House of Commons appointed to investigate the claim.

See his speech in Mirror of Parliament, 1834, and App. Ext. 9.

3. The securities given for these loans by the Nawab Asoph-ul-Dowlah, and now held in England by the representatives of the Dosses, were tuncals or bonds, charged upon certain districts of Oude.

See letter of Sir John Shore (Lord Teignmouth) to the Vice President in Council, dated 21st February 1798, also evidence of Colonel Bailhe. Oude Blue Book, 1856, p. 76.

4. The Nawab died in September 1797, leaving great wealth, and after a short occupation of the musnud by Mirza Alee, the latter was deposed, and Saadut Ali, the brother of Asoph-ul-Dowlah, was placed upon the throne by Lord Teignmouth, upon terms highly advantageous to the British Government.

See Paper, presented to House of Commons, 12th June 1822. The Treaty of Benares.

5. By a preliminary treaty, dated January 1798, Saadut Ali engaged to raise the subsidy to the British Government from 50 lakhs to 76, and also (Article 17), to pay the just debts of Asoph ul-Dowlah; but by a definitive treaty, dated 21st February 1798, this Article 17, respecting the debts, was withdrawn, and the Governor General in his report states, "I informed the Nabob that, although the Article was withdrawn, it was still left to his equity to satisfy such claims as he might deem fair and just. In this class he would probably find the demands of the Shroffs" (the Dosses) "upon the Vizier."

N.B.—The Dosses were the only Shroffs who at this time were not settled with. See Resident's Despatch, 28th September 1796.

1st January 1816. And see Lord Wellesley's letter, dated 3d May 1814.

6. Although Asoph-ul-Dowlah left at his death 44 lakhs in the Treasury, the whole was applied towards the increase of subsidy, and the expense of placing Saadut Ali on the musnud, without regard to the claim of the Dosses! and as Lord Moira observes, in his Minute upon this debt, "the Government confessedly forebore to urge the repayment of it, lest it might embarrass the liquidation of the demands it was then pressing, on its own account, upon Saadut Ali."

See Oude B. Book, 1856, p. 77 and p. 80.

7. On the 14th of November 1801, Lord Wellesley entered into a treaty with Saadut Ali, by which he obtained from him, in lieu of subsidy to the British Government, the cession of a portion of his territory, producing one crore and 35 lakhs, and which included most of the districts charged by Asoph-ul-Dowlah with the repayment of the loans advanced by the claimants.

Oude B. Book, 1856, p. 80. It is stated by Col. Baillie that he left 17½ millions in specie. See App. to Printed Case.

8. Saadut Ali died in 1814, leaving 13 millions sterling in the Treasury. He had first offered an inadequate compromise of this debt, but emboldened by a sense of impunity, he subsequently repudiated it altogether, upon the shallow pretext that he had been relieved from any obligation respecting it by the withdrawal of the 17th Article of the Treaty of Benares.

See Parl. Debates, Oude Cl. 1834.

9. The refusal on the part of the British Government to enforce the payment of this claim upon the Nawabs of Oude has been based solely upon the policy of "non-interference" with (as alleged) an independent prince.

See Art. 1, Sup.

10. But immediately upon the annexation of Oude, the memorial adverted to in paragraph 41 of the "Letter to Lord Stanley" was presented to the Bengal Government by Captain Prendergast, who subsequently was wounded and died at Agra during the mutiny.

11. Captain Prendergast was the son of Mr. Michael George Prendergast, the first agent of the Calcutta bankers, and well known by his long residence in India, and by the indefatigable energy with which, during a period of 25 years, he devoted himself to their interests, not only without remuneration, but at a sacrifice to his health and of his private resources, which caused his death.

12. The

12. The undersigned and present agent of the claimants is the only surviving son of Mr. Michael George Prendergast, and with reference to what is stated in paragraph 41 of the "Letter to Lord Stanley," namely, that the claim has been purchased by the members of his family, he will content himself with recalling the eloquent and indignant public denial of the same charge by Lord Brougham in a speech delivered by him in the House of Lords in 1834.

13. The claimants, who have never received any indemnity whatsoever, do not seek to recover the enormous amount of compound interest by which ingenious calculators have magnified this debt, and furnished a powerful argument against its settlement. They admit the question of interest to be a fair subject of compromise.

14. Upon the annexation of Oude, the President of the Board of Control stated in the House of Commons that, as in the cases of the Carnatic and Mysore, the *bonâ fide* and public debts of the country would be paid out of its revenue. 18th March 1857.

15. It is admitted that by the possession of the Oude territories a large surplus revenue will accrue to the British Government. This claim, therefore, which as far back as 1816, when living testimony was still at hand, was thoroughly investigated and favourably pronounced upon by three Governor Generals of India, Lord Teignmouth, the Marquis of Wellesley, and the Marquis of Hastings; by several distinguished members of Council, Mr. Edmonstone, Mr. Seaton, Mr. Dowdeswell; which was earnestly, eloquently, and publicly supported by such men as Lord Lyndhurst, Lord Brougham, Lord Plunket, Lord Glenelg, Sir Charles Wetherell, Sir Samuel Romilly, Sir John Leach, Sir James Macintosh, Mr. Joseph Hume, and many others; this claim, which has always obtained the sympathy of the highest authorities, is now once more preferred by the family of the Dosses, with a confident appeal to the wisdom, justice, and good faith of your Honourable Tribunal. Oude B. Book, 1856, p. 308.

Wellesley Bowes Prendergast.

APPENDIX.

No. 1.

EXTRACT from the DESPATCH of Mr. *Cherry*, the Resident at Lucknow, to the Governor General, dated 29 January 1795.

THE minister had replied to my demand for money, that he could not furnish any. Accordingly, with the sanction of the minister to the terms, I lent my credit for a sum, borrowed of the house of Monohur Doss, whose gomastah, like many other Shroffs, had refused to trust Tickait Roy.

No. 2.

EXTRACT from the REPLY of the Governor-General to the above, dated 25 February 1795.

I APPROVE the measures which you have adopted for providing funds for the exigencies of the troops, &c. &c. &c.

No. 3.

COPY of Mr. *Thornton's* Letter to Lord *Moir*.

My dear Lord,

India House, 3 March 1814.

AMONG the many subjects which have occupied the attention of the Court, there is one in particular to which I am very anxious to call the attention of your Lordship. It is a memorial from Monohur Doss and Seetul Bahoo, who are bankers at Calcutta, which has recently been submitted to us by Mr. Prendergast.

Seetul Bahoo was the widow of Dwarciah Doss.

On this memorial the committee of correspondence have resolved, that it would not be proper to go so far as to recommend the case to the Bengal Government for an interference with the Vizier. During the discussions I found that the grounds which influenced the committee, and which occasioned that resolution, were chiefly the following:—

1. Because it is the peculiar province of the governments abroad, and of the Bengal Government in the present instance, to decide questions and redress grievances of this nature.

2. Because the proposed recommendation, issuing from the authorities in this country to the Bengal Government, would carry with it the appearance of reprimand for neglect of duty.

3. Because it appears surprising, that a case representing so much oppression and injustice towards the memorialists, and stating that repeated opinions had been recorded by preceding governments in Bengal in favour of the justice of their claims, should have remained the whole period of Lord Wellesley's government neglected and undecided upon.

4. Because it is contrary to the practice of the Court of Directors to entertain memorials of this nature, unless transmitted through the governments abroad.

5. Because the proposed recommendation might involve the East India Company in a legal responsibility to the claimants, in case the Vizier refused to discharge the debt.

The deputy, myself, and several other directors could not concur in the opinion of the majority of the committee, which of course swayed the Court. We thought that, on public grounds, the memorialist had a decided claim on the justice and equity of the Company, and should have been glad officially to have called for your Lordship's interference.

Mr. Robinson, who was secretary to Lord Cornwallis, professed his opinions publicly in Court, from his having investigated the subject with every attention, and fully agreed with us in the propriety and justice of the claims of the bankers, and in the fitness of addressing your Lordship to give your strongest interference. However, the matter was pressed no further, and no public letter will be written to you.

I conceive, however, that the character of the Company is interested in this business, and under such a conviction I am very anxious to communicate the case to your Lordship, in the hope that it will receive that favourable consideration which it seems so well to merit. This anxiety, I am free to confess, is increased by the private friendship which I bear to Mr. Prendergast. This, however, is a minor point, which would not be alluded to, were it not for the public view I take of the subject.

It having been decided not to recommend the application to the Bengal Government, for the reasons stated, I have it only in my power privately to communicate to your Lordship my ideas on the business; and I beg to assure you, that if your Lordship can consistently take the same view of the claims of the memorialists which I do, and interfere on their behalf with the Nabob Vizier, I shall be highly gratified; convinced as I am that your Lordship will thereby materially assist the memorialists in the adjudication of a claim founded on every sense of justice.

To his Excellency the Earl of Moira,
Governor General, &c.

With sincere regard, I remain, &c.
(signed) *Robert Thornton.*

No. 4.

LETTER from the Marquis *Wellesley* to the Earl of *Moir*, and placed by him on Record.

My dear Lord,

Apsley House, 3 May 1814.

UNDERSTANDING that your Excellency will receive by this Despatch an application from Mr. Michael George Prendergast, agent to Monohur Doss and Seetul Bahoo, bankers at Calcutta, representing their claims upon the justice and honour of the Company's Government, I think it my duty to trouble you with my sentiments on this case, which came under my particular observation in Bengal.

The details of the case are fully stated in the memorial and in other documents, which will of course be submitted to your Excellency's judgment; it will therefore be sufficient for me to assure you, that after full consideration of the whole matter, my decided opinion was that the memorialists were entitled, in justice and equity, to the full amount of their claims, and that it was the duty of the Supreme Government to urge the demand on the Nabob of Oude with all the force which the delicacy of such question might admit.

The principal point which I am anxious to explain, is the cause of my silence on this subject during my administration in India. Inferences might be drawn adverse to the claims of the memorialists, or injurious to my sense of justice, from a circumstance which is in reality to be attributed to the very peculiar state of affairs during my government,

government, and to the uninterrupted train of extraordinary events which occurred during that period of time.

The truth is, that those events and their consequences so entirely occupied my attention, as to leave me little time for the prosecution of claims of a private nature; and particularly with regard to the state of Oude, my discussions with the Nabob Vizier on other points of the most arduous nature precluded the possibility of preferring matter, however weighty in the scale of justice, of inferior consideration in a political and national view.

But I repeat to your Excellency my entire conviction of the strength of this claim, and the propriety of urging it upon the consideration of the Nabob Vizier, who, I trust, will be induced to discharge so clear a debt of honour, especially as it stands absolutely distinct from any other demand of any other creditor of the State of Oude.

His Excellency the Earl of Moira, K. G.
&c. &c. &c.

I am, &c.
(signed) Wellesley.

No. 5.

The Earl of *Moir*'s Minute on the Bankers' Claims, dated 1 January 1816.

ON a consideration of the bankers' case (as this application has been distinctly termed) the following points present themselves:—

That the bankers in question, though not Europeans, were British subjects, and as such entitled to the good offices of Government.

That the debt which they claimed of Asoph-ul-Dowla was admitted to be just, both as to purity of origin and as to amount, by the Nabob Vizier and by the British Government.

That the liquidation of it was thence recommended in the settlement of the Nabob Vizier's affairs.

That the bankers could not vitiate the quality of their demand, by declining to accept a composition, which they suspected to have been brought forward for the purpose of exacting sacrifices from some of the creditors, while others were to receive prompt and full payment.

That the Government did not consider them as having forfeited claim to its mediation by declining that composition; but, as will appear from the Marquis Wellesley's letter, did subsequently countenance their application.

That there was a fair implication of equitable reliance on the good offices of Government, inasmuch as the money borrowed from the bankers was known to be taken up for the purpose of discharging the arrears due to the Honourable Company, a circumstance which, though it affords no legal tie, appeals directly to one's feelings, whether the bankers must not have been influenced by an ulterior confidence in the protection of Government, with regard to a loan whence Government was to draw a material convenience, and which was therefore agreeable to it.

That this implication is much strengthened when one adverts to the extent and notoriety of intercourse between the Government and Asoph-ul-Dowla in pecuniary concerns.

That in fact there was that sentiment acknowledged by Government relative to this loan; but Government confessedly forebore to urge the repayment, lest it might embarrass the liquidation of the demands it was then pressing on its own account upon Saadut Ali.

That these circumstances take the bankers' case completely out of the class of those demands respecting which the Honourable Court has precluded the intervention of Government; this case not being the simple transaction between individual and individual, against which the Court has established the bar; but a claim heretofore recognised as just by Government, and only suffered to sink through the avowed preference which we gave to our own interest.

That by the letter from Mr. Thornton, it is indisputable the Court has put this construction on the bankers' case, and has been withheld from recommending it to the consideration of Government, only from the principle that the judgment to be passed on such questions ought to rest with the local authorities.

On this ground I think the petitioners entitled to all the assistance which we can with propriety afford them. Unfortunately that does not go far. We cannot bring forward the claim to the Nabob Vizier as one which the Government formally supports, because we should have difficulty in vindicating our right of application should he resist it; but I think Mr. Strachey may be instructed to take advantage of some favourable opportunities for stating the demand as one which it would be creditable to the justice and honour of his Excellency to liquidate.

No. 6.

From the Government of Bengal to the Court of Directors, dated 9 November 1816.

To the Honourable the Court of Directors for Affairs of the Honourable the United Company of Merchants of England trading to the East Indies.

Honourable Sirs,

THE object of the present address is to bring under the notice of your Honourable Court the proceedings which we have held on a memorial from Monohur Doss and Seetul Bahoo on the subject of their claims against the Government of Oude, as submitted for our consideration by Messrs. Fergusson and Clarke, agents for Mr. Prendergast, the agent and attorney for the memorialists in England.

2. Those claims your Honourable Court is aware, were submitted by Mr. Prendergast for your consideration; and it appears by the letter from the agents here, that your Honourable Court declined interference in the first instance, on the ground that the subject was one which was properly cognizable by the local Government.

3. This case was not new to this Government, as your Honourable Court will observe from the enclosed copy of a letter received from the Governor General from the Marquis Wellesley, from which it appears that the claim in question was viewed by Lord Wellesley as deserving the consideration and support of the Government, which it would have received during his Lordship's administration, but for the causes assigned in his Lordship's letter.

4. It appeared to us, on a consideration of the memorial in question, that although the British Government could not be warranted in formally supporting the claim of the bankers against the Government of his Excellency the Nabob Vizier, yet, with advertence to the admitted justice of it, and to the circumstances under which the debt was contracted by the late Asoph-ul-Dowlah, the bankers were entitled to the good offices of this Government, to the extent of our authorising the British Resident at the Court of Lucknow to take advantage of some favourable opportunity of presenting the case to the Nabob Vizier, and stating the demands as one which would be creditable to the justice and honour of his Excellency to liquidate.

5. In the instructions which we accordingly issued on the subject to Mr. Strachey, we took occasion to state some observations on the merits of the case, for the purpose of apprising him of the general view of it taken by us, and of enabling him to make the previous statement to the Vizier, and to discuss the question under that view, should his Excellency be disposed to entertain the claim.

6. We observed that the bankers in question, though not Europeans, were British subjects, and as such entitled to the good offices of Government. *The debt which they claim from Asoph-ul-Dowlah was admitted to be just, both as to purity of origin and as to amount, by the Government of Oude and by the British Government, and thence the liquidation of it was recommended in the statement of the Nabob Vizier's affairs.* The bankers, it was observed, did not vitiate the quality of their demand by declining to accept a composition, which they suspected to have been brought forward for the purpose of exacting sacrifices from some of the creditors, while others were to receive prompt and full payment; nor did this Government consider them as having forfeited claim to its mediation by declining the proffered composition.

7. We further take occasion to observe, that there was a fair implication of equitable reliance on the good offices of Government, inasmuch as the money borrowed from the bankers was known to be taken up for the purpose of discharging the arrears of subsidy due to the Honourable Company, a circumstance which, though it offered no legal tie, gave reason to suppose that the bankers were influenced by an ulterior confidence in the protection of Government, with regard to a loan whence Government was to draw a material convenience, and which was therefore agreeable to it; this implication, too, it was remarked, was much strengthened when advertence was made to the extent and notoriety of intercourse between this Government and the late Nabob Asoph-ul-Dowlah in pecuniary concerns.

8. We have since received Mr. Strachey's Report of his proceedings under the instructions, of which the substance has been here stated.

9. From that Report, a copy of which, together with the copies of our proceedings of the 20th of April last, including the memorial of the bankers, the letter of Messrs. Fergusson & Clarke, and the instructions to the Resident at Lucknow, is annexed to this address for the convenience of bringing the whole subject into a connected form, under the review of your honourable Court; it will be seen that his Excellency the Nabob Vizier has declined all concern with the claims in question.

10. Under this positive declaration of the Nabob Vizier not to entertain the claim, we do not consider ourselves warranted in pressing the claim further on his Excellency's attention,

attention, without the express sanction of your honourable Court, for whose consideration and orders the case is now submitted.

We have, &c.
(signed) *Moir.*
N. B. Edmonstone.
Arch. Seton.
G. Dowdeswell.

Fort William, 9 November 1816.

No. 7.

EXTRACT of a LETTER from the Resident of Lucknow, to his Excellency the Vizier, urging the Payment of the Bankers' Claims; dated 24 October 1816.

I BEG leave to remind your Excellency, that the justness of the claim is entirely admitted by the British Government, which, with its usual solicitude for your Excellency's honour and credit, and the splendour and prosperity of your Government, cannot but grant its support to its own subjects, in directing your Excellency's attention to this call on your justice.

(signed) *R. Strachey*, Resident.

No. 8.

COPY of the OPINION of the late Attorney and Solicitor General on the merits of the Bankers' Case.

WE are of opinion that the constituents of Mr. Prendergast cannot obtain relief against the East India Company, by any action or suit, in any court of law or equity in this country; but we think their claims upon the Company so strong, upon general principles of equity, as to justify the interposition of any authority that can be legally and constitutionally exerted in their favour.

(signed) *J. S. Copley.*
Chas. Wetherell.

Serjeant's Inn, 6 May 1826.

No. 9.

EXTRACT from the SPEECH of the late Mr. *Joseph Hume*, during the debate in the House of Commons upon this Claim in 1834.

THIS is not a new subject to me. I sat upon a Committee of this House, 12 years ago, when the whole of the circumstances were investigated, and I am only surprised that the matter has not long since been settled. I speak from the evidence given before that Committee, and I regret that the Right Honourable Gentleman, the president of the Board of Control, has not laid before the House the whole of the evidence then adduced.

OUDE CLAIMS (ASOPH-EL-DOWLAH).

COPY of MEMORIAL of M. Willelmy Bours Pre-
deryast, Agent of the Representatives of *Monohur*
Doss and *Duareuh Doss*, commonly called the
“Calcutta Bankers,” respecting the CLAIM for the
Payment of the Private Debt contracted by *Ayph-*
ul-Dowlah, the Vizier of *Oude*, in aid of his Sub-
sidy to the Bengal Government, with Appendix
thereto, presented to Her Majesty’s Secretary of
State for India in Council; &c.

(*Sur Brooke Bridges.*)

Ordered, by The House of Commons, to be Printed,

27 July 1863.

524.

Under 1 os.

EAST INDIA (OUDE CLAIMS).

RETURN to an Address of the Honourable The House of Commons,
dated 18 May 1866;—for,

“ COPY of the PROCEEDINGS and REPORTS which have been made by the
Commission appointed by the Government of *India* to investigate and
report upon the Cases of the several CLAIMANTS against the late State
of *Oude*.”

India Office, }
25 May 1866. }

H. L. ANDERSON,
Secretary, Judicial and Legislative Department.

(*Colonel French.*)

Ordered, by The House of Commons, to be Printed,
29 May 1866.

C O N T E N T S.

DATE.	FROM	TO	SUBJECT.	PAGE.
9 Mar. 1865	Government of India	Secretary of State	Forwarding the Report of the Commissioners appointed to inquire into certain claims against the late Native Government of Oude.	3
10 Feb. „	Commissioners	Governor General	Forwarding their Report on the Oude Claims.	3
—	—	—	Case of Captain Edwards -	3
—	—	—	Grant's Case - - -	5
—	—	—	Mr. Frith's Case - -	5
—	—	—	Major Darrell's Case - -	11
—	—	—	Major Webber's Case -	11
31 May „	Government of India	Secretary of State	Forwarding Letter from the Registrar of the High Court, Bengal, enclosing Proceedings of the Commissioners to inquire into certain Claims against the late Native Government of Oude.	12
28 April „	Registrar of High Court, Bengal.	Secretary to Government of India, Foreign Department.	Forwarding the before-mentioned Proceedings.	12
—	—	—	Proceedings - - -	12
27 Nov. 1864	- - -	- - -	Certificate respecting Mr. Frith's health.	14
13 Jan. 1865	- - -	- - -	Affidavit of Mr. Arthur St. John Carruthers.	14
13 Jan. „	- - -	- - -	Affidavit of Mr. Warren Hastings Leslie Frith.	15
30 June 1866	- - -	- - -	Memorandum by Colonel Richard Frith.	17

COPY of the PROCEEDINGS and REPORTS which have been made by the Commission appointed by the Government of *India* to investigate and report upon the Cases of the several CLAIMANTS against the late State of *Oude*.

(Foreign Department.—Judicial.—No. 3.)

To the Right Honourable Sir *Charles Wood*, Bart., G. C. B., Her Majesty's Secretary of State for India.

Sir,

Fort William, 9 March 1865.

WITH reference to the correspondence ending with our letter to your address, No. 9, dated 30th July last, we have the honour to forward the accompanying copy of a communication* from the Commissioners appointed to inquire into * Dated 10 Feb. certain Claims against the late Native Government of Oude, submitting their 1865, No. Report upon the several claims that have been brought up before them.

2. We concur in the decisions arrived at by the Commissioners, and are of opinion that all the claims have been very properly rejected.

We have &c.
(signed) *J. Lawrence.*
H. Rose.
R. Napier.
H. B. Harington.
H. S. Maine.
C. E. Trevelyan.
W. Grey. *

From Messrs. *John Paxton Norman*, *C. Trevor*, and *G. Campbell*, the Commissioners appointed to inquire into certain claims against the late Native Government of Oude, to His Excellency the Viceroy and Governor General of India in Council; dated 10 February 1865.

WE, the Commissioners appointed and acting under the powers and provisions of an Act passed by the Governor General of India in Council, entitled "An Act to provide for the Appointment of Commissioners to inquire into certain Claims against the late Native Government of Oude," having heard and fully inquired into the claims of several claimants who have appeared before us, beg to submit to your Excellency in Council our Report upon the said several claims.

One case only remains, viz., that of Mr. Prendergast, or the Dass family, which has been called "The Banker's Claim."

The Dass claimants have applied for a Commission to examine witnesses in England; their application has been granted, and an order made for a Commission for that purpose.

CAPTAIN EDWARDS'S CASE.

ANDREW FRANCIS EDWARDS claims as personal representative of Captain Thomas Edwards, a lieutenant in the service of the Honourable East India Company, who was appointed a lieutenant in the service of the Nawab Vizier of Oude in 1777, and Aide-de-Camp to the Vizier in 1780; in which service he is said to have remained till recalled by a General Order of the Governor General, dated Benares, the 8th of November 1781.

Thomas Edwards, by his will, which was proved in 1816, appointed Andrew Macklew, Andrew Edwards, Francis Martin, and Francis Martin, executors, and his wife, Margaret Minter Edwards, executrix.

Margaret Minter Edwards, by her will, dated the 7th of November 1843, appointed A. F. Edwards and Jeffrey John Edwards, since deceased, her executors.

It was objected by the Advocate General that it was not shown that A. F. Edwards was the personal representative of Thomas Edwards, as there was no proof that Margaret Minter Edwards survived her co-executors.

We declined to stop the case on this point, and reserved leave to the claimant to adduce evidence to supply the deficient links in the proof as to the survivorship after the close of the case, upon the general merits, if it should become necessary.

The case proceeded. It was stated that the bond was for arrears of pay due to Lieutenant Edwards by the Nawab of Oude; that, with the permission of the Commander in Chief in November 1790, leave of absence was granted to Captain Edwards to enable him to proceed to Lucknow in order to solicit payment of the debt in person. It appeared, however, that the bond had been lost, and on the 4th of November 1791, Mr. Ives, the English Resident, wrote to Captain Edwards as follows:—"I am sorry to find that the Minister now makes the loss of the bond a plea for withholding payment. I do not know what you can do, for he swears he recollects nothing of the bond himself, unless you get Major Palmer to write him a letter attesting the circumstances of the transaction."

A memorial was presented by Captain Edwards to the Court of Directors of the East India Company on the 9th of March 1790, praying that steps may be taken towards procuring a discharge of the bond and his arrears of pay.

It is a singular circumstance that, though he mentions that the bond was registered in Calcutta the 26th of June 1784, in Book No. 2, page 206, by William Jackson, Notary Public, he does not in this memorial mention the amount or particulars of the bond, or state that it has been lost. After some correspondence, the Court of Directors, on the 4th of August 1791, acquiesce in the reason expressed in a military letter from Bengal for declining any interference with the Nawab Vizier on the subject of the debt due from His Highness to Captain Edwards.

A book, which is now in the office of the Registrar of the Supreme Court, was produced before us. It was stated by counsel for the claimant that this book had been apparently kept by Mr. W. Jackson, a Notary Public, who afterwards had some office in the late Supreme Court; and that after his death the book remained in the office of the registrar.

In it, at page 91, we found the following entry:—

Calcutta, 25 June 1784.

(A True Copy.)

Wm. Jackson, Notary Public.

(Then comes a Persian writing, of which a translation follows.)

MEMORANDUM.

The sum-of 18,000 rupees, of the year 22,* half of which is 9,000 rupees, is payable to Edward Sahib. The amount in question shall be paid by us in the year 1192 Fuslee.

Yahiyah Khan Bahadoor,
the lion of the field,
equal to Aseef in dig-
nity, Vizier ool-moolk,
Asoph-ood-dowlah.

Written on the (25th) twenty-fifth day of the month of Jumadee-oos-sanee of the year 1197 Hijree.

There

* 18,000 rupees, of the year 22 (a word illegible).

There is nothing to show by whom or at whose instance the entry was made. The book in which the entry is found contains a large number of entries of Bengalee and Persian, and some Nagree, French, and Armenian documents; the first entry being dated the 24th November 1779. These entries are signed by W. Jackson, Notary Public, pretty regular down to the 17th of August 1790. After this follow a large number of entries unsigned (except that two or three documents entered in 1792 are signed by Wm. Jackson) down to the 17th of September 1807, from which date till the end of the book in December 1810 the entries are signed by W. Blackstone, Notary Public.

We subjoin a copy of a report called from the registrar as to the history of the book in which the entry appears; of course, it would be no part of the business of any person keeping such a book to make any inquiry as to the authenticity of any papers produced before him. If he was asked to enter a copy of any document whatever, and was paid for doing so, he would, of course, copy the instrument produced to him.

Apart from the entry in this book, no evidence, direct or indirect, has been laid before us as to the execution of, or the amount or the particulars of, the bond; and therefore we are bound to say that the claimant has failed to give legal proof of his alleged bond. Captain Edwards appears to have sent in his claim to Mr. Cherry as a creditor of the Government of Oude in 1795; but his claim appears not to have been admitted, and his name is not included in Mr. Cherry's list. We may add that it appears to us that, with a view to its own security, it was perfectly competent to the Government of Oude to refuse to pay a bond which was neither produced by the creditor nor proved to have been destroyed.

Such a rule, reasonable anywhere, would appear to be particularly so in this country, where, from the nature of the ink employed, it would not be difficult to alter the name of the payee.

Hard as it may have appeared to the party who had lost his security, we think that such a refusal was legal and final, and that the claimant has no good ground for asking the British Government to undertake a liability which the Native Government of Oude was legally justified in repudiating.

(signed) *J. P. Norman.*
C. Trevor.
G. Campbell.

GRANT'S CASE.

21 November 1864.

MR. PALIOLOGUS, on the part of Rev. James Fendall, of Harlton Rectory, Cambridgeshire, who had claimed as executor of Elizabeth Grant, widow and representative of Robert Grant, of Cawnpore, abandoned the claim which had been set up on his behalf.

MR. FRITH'S CASE.

IN this case the claimant is Mr. W. H. L. Frith, sole executor of Warren Hastings Leslie Frith, late a colonel in the Bengal Artillery, who was the surviving executor of Captain Robert Frith, deceased.

By his written statement he alleges that, at the time when the Governor General, Warren Hastings, quitted Lucknow in 1784, Captain R. Frith was appointed by him to the command of a corps in the service of his Excellency the Nawab Vizier of Oude, consisting of five battalions of Sepoys, with eight field pieces, intended to replace the Futtehghur Brigade.

On the 14th of January 1785, on taking command of the corps, Captain Frith relinquished all pay from the East India Company, and was to have received from the Nawab, in lieu of pay, table money, and all other allowances, the sum of 5,000 rupees per month. Shortly afterwards, a part of this corps was ordered to march to Futtehghur, and the remainder detached into the Mofussil to assist in collecting the revenue. As money was required to enable the corps to march, application was made to the Nawab's minister, Hyder Beg Khan. But as a prior

engagement had been entered into for the payment of a crore and five lakhs of rupees, due to the East India Company, he was unable to advance the sums required; whereupon Captain Frith was applied to, and strongly urged to obtain money on his own credit and responsibility, and told that he should be repaid as soon as the Nawab's Government should be relieved from the pressing demands upon it. Captain Frith, being unwilling to press the minister or interrupt his exertions to pay off the debt so contracted with the Government of Bengal, accordingly raised what money was necessary for the subsistence of the corps, which amounted at that period to above 40,000 rupees.

In February 1785, Mr. Warren Hastings quitted India, leaving Major Palmer, the Resident at Lucknow, to see the engagements which he had entered into with the Nawab's Government fulfilled.

A few months subsequent to the departure of Mr. Warren Hastings, Sir John Macpherson, then Acting Governor General, ordered the brigade back to Futtehghur, and directed the Resident at Lucknow to call upon the Nawab's minister to provide for the payment of the brigade. But the Resident declined making the application, alleging that it was a violation of the engagement entered into by Mr. Hastings, and for the purpose of carrying which into effect he had been left at Lucknow by Warren Hastings; at the same time tendering his resignation if Sir John Macpherson should persist in making the demand. Sir John Macpherson did, however, persevere, and Major Palmer was removed.

The corps under Captain Robert Frith becoming unnecessary, it was recalled for the purpose of being disbanded; but the embarrassments of the Nawab's minister being greatly increased by his being obliged to provide funds for the payment of the Futtehghur Brigade, he was unable to provide money for the payment of the corps under Captain Frith; and Captain Frith was again obliged to exert his credit in order to obtain a further sum of money, which he succeeded in doing.

Previously to Major Palmer resigning his appointment in July or August 1785, in making up the accounts of his office, there appeared due to Captain Frith, on account of salary and advances made by him for the maintenance of his corps, the sum of two lakhs and 70,000 rupees.

In consequence of the inability of the Nawab Vizier and his minister that year to pay any part of the sum, for the reasons before stated, a bond for the same, bearing interest at 12 per cent. per annum, was made out, under the seal of the Nawab and his minister, in favour of Captain Frith, and delivered to him by Major Palmer, the Resident.

Captain Frith remained in the Nawab's service till July or August 1786, when he was removed and ordered to join his corps, the 1st Bengal Cavalry.

At this period another year's allowance at 5,000 rupees per month had become due.

Owing to the Nawab's pecuniary difficulties, no part of the said allowance, or the bond, was discharged till 1788, 1789, and 1790, when Captain Frith received tunkhas, or assignment of revenue, on the Nawab of Furruckabad in part payment of the bond.

In April 1796, a statement of the debts of Asoph-ood-dowlah was prepared by Rajah Tikayet Roy, and by him transmitted to Mr. Cherry, the Resident at Lucknow, who submitted it to Lord Cornwallis. Captain Robert Frith's name was not included in this list. Mr. Frith suggests that the reason for the omission was that Mr. Frith's claim was considered by Lord Cornwallis to be of a private character. Mr. Frith now claims Rs. 335,458. 8. as due on the said bond, with interest for the same at 12 per cent., as by the accounts made up to the 31st of January 1798, after deducting 80,000 rupees, the share of Mr. Grant; 18,000 rupees, the share of Major W. Palmer; and 22,000 rupees, the share of Mr. R. Bruce.

Mr. W. H. L. Frith also claimed as such executor the sum of Rs. 1,36,594. 8. 6., with interest at 12 per cent., from the 31st of March 1797, being the amount due to R. Grant, and assigned by him to Captain Frith.

Mr. Frith also claims 8,000 rupees, the share of Major Palmer, which was subsequently paid by Captain Frith to Palmer, and interest thereon at 12 per cent.

Statement

Statement of Facts and Judgment.

By credentials under the seal of the East India Company, and under the hands of the Governor General in Council, on the 17th day of February 1784, after reciting that, on the invitation of the Nawab Vizier of Oude, Asoph-ood-dowlah, it was resolved that the Governor General should be invested with full power and authority to concert and adjust with the Nawab Vizier the means of discharging his engagements to the Company, of restoring and securing the peace, safety, and order of his Government, and of promoting the improvement of his revenue, the Governor General was invested with the full power and authority of the Government over all the officers, civil or military, stationed or residing within the dominions of the Nawab and the province of Benares. Acting under these powers, on the 21st of October 1784, Mr. Warren Hastings appointed a corps, under the command of Lieutenant Polhill, to attend the Prince Mirza Jewan Bukht Bahadoor Shah, heir apparent of Shah Alum, the Mogul Emperor of Delhi, as his body-guard, with instructions to make returns to, and obey all general orders and directions of Captain Frith, who was to command a corps of the Nawab Vizier's troops on the same service.

EXTRACT from the PROCEEDINGS of the Governor General in Council, in the Secret Department; dated 14 January 1785.

Governor General.

RESPECTING the question of withdrawing or continuing the corps, the Governor General informed the Board that the Nawab Vizier has provided five battalions of Sepoys to replace Colonel Cumming's detachment.

These have been lately completed and equipped for service by a very able officer (Captain Frith), whom the Governor General left with the Nawab for that purpose, and for attendance on the Prince (Mirza Jewan Bukht), with whom they are at present stationed as his guards. They are to attend the Prince as far as Futtehghur, their destined station, but no further, as the Nawab cannot provide funds for raising an equivalent recruit to supply their place.

EXTRACT from a general LETTER from Bengal to the Court of Directors; dated 16 and 17 January 1785.

AFTER quoting the above passage, it is noted that "the Governor General observed that, if it should be the decided opinion of the Board that the Futtehghur Detachment should be continued in its station for another year, it would afford a considerable saving to the Nawab Vizier to apprize him of it, that he might disband the corps appointed for its relief."

Between January and April some communication to that effect appears to have been made to the Nawab Vizier. Allusion is made to it in a letter from the Nawab Vizier to the Honourable John Macpherson, Governor General, received the 21st April 1785, containing the following passages:—

Mr. Hastings wrote to me for the abolition of Captain Frith's battalions. I sent the battalions of Captain Frith, which were newly raised, for the settlement of the mehals of Khyrabad. These battalions went under the command of a commandant belonging to me, and no English gentleman went there. In these four battalions, according to the rule of all my battalions, there are 3,000 men; and the expense of these, including the artillery, is 25,000 rupees in each month. For a little time I thought this expense advisable for the execution of two important objects—the settlement of the country and the expulsion of the Sikhs, which, by the blessing of God, have both been effected. I request your advice. If you choose, I will keep the battalions until Chyet; or, if you order, I will dismiss them immediately. Captain Frith will have no concern with the battalions.

On the 27th of March 1785, Major Palmer had written from Lucknow to the Honourable John Macpherson, Governor General, a letter, from which an extract follows :—

“ Captain Frith has diminished the expense of the corps under his command almost 10,000 rupees per month, without taking a single Sepoy from the strength of them; he has no interference with their pay or bazar, nor any means whatever of the smallest emolument beyond his stated allowance.”

In a list of officers employed by the Nawab Vizier, Major Palmer gives “ Captain Frith, commanding four battalions of Sepoys, in lieu of all charges and contingencies whatever, 5,000 rupees per month.”

On the 1st of April, Major Palmer had written to the Honourable John Macpherson, Governor General, a letter received on the 12th, as follows :—

“ The corps under command of Captain Frith is detached upon service and dispersed. Captain Frith has great merit both in his discipline and economy of these corps; but he does not wish that any consideration for him should for a moment impede any arrangement which you may judge for the service of either Government.”

On the 3d of May the Board in the Secret Inspection Department minute as follows :—

“ Captain Frith, commanding four battalions of Sepoys, in lieu of all charges and contingencies whatever, 5,000 rupees per mensem. The Board know nothing of Captain Frith's appointment, and therefore cannot authorise this allowance.”

The Delhi Prince, Jewan Bukht, apparently desiring to retain Captain Frith about his person, wrote to Mr. J. Macpherson, then Governor General, a letter, which appears to have been received on the 14th of June 1785, an extract of which follows :

“ My friend, Ameer Ummomalik Amaud-ood-dowlah Mr. Hastings Bahadoor Jelladut Jung, had placed Captain Robert Frith, with his brother, in the presence, that they should attend upon my royal stirrup; and five battalions of my brother, the Vizier of the empire, which were stationed at the presence, had been placed under the said captain. At this time the said battalions have been appointed to the management of different districts; therefore, the said captain is going to you, and his younger brother is attending in the presence. As I am pleased with the attachment and allegiance of the said captain, therefore, I wrote to you that, having given confidence to the said captain, you send him back to the presence, because the attendance of these few Englishmen gives respect to the presence; and by this consider me to be greatly pleased. Whatever the said captain may make known to you for the arrangement of my concerns, you will listen thereto with the ear of your heart.”

The Prince again wrote to the Governor General :—“ At this time writings have arrived from the royal presence, copies of which, translated into English, are sent through Captain Frith for your information.”

“ The wish and desire of His Majesty (the Emperor of Delhi) is, that the English gentlemen and the Vizier, Ummomalik (the Nawab Vizier of Oude), should execute services for the royal presence * *. Mr. Hastings fixed Captain Robert Frith, with his younger brother, at the royal presence; they are well-wishers to the presence and attached to you, and I have sent Captain Frith to you on the business of the Sircar alone. After giving him complete satisfaction, send him back soon to the presence, &c., &c.”

Captain Frith apparently went to Calcutta, as indicated by this letter, which was received on the 18th of July 1785.

On the 30th of July 1785 the Governor General in Council, in the Secret Department of Inspection, wrote as follows to the Honourable the Court of Directors :—“ The Governor General's Agent has been directed to acquaint the Vizier that the salaries paid to Captain Frith (and others named) cannot be authorised.”

After

After this date there is nothing in the evidence or papers in the case to show that Captain Frith was ever again employed by the Nawab Vizier. His dismissal is thus alluded to in a letter from the Delhi Prince to the Governor General, received the 17th of October 1786:—"Mr. Hastings went to Europe, from which cause, soon after, by the advice of the Council in Calcutta, the command of the battalion was taken from the captain." Captain Frith, in his letter to Lord Cornwallis, dated the 19th of October 1790, says—"I learned with surprise, after all that had happened, that Mr. Macpherson and Mr. Stobles disavowed any knowledge of my appointment, and in doing so refused their sanction to the Vizier's payment of the allowances attached to it." Again, he says, "that he was not informed by the Government till July 1786 that his command had ceased."

But this is a mere quibble. It is clear that Captain Frith was deprived of the command of the battalions by the early part of April 1785, and knew well that all further claim to salary and allowances was at an end at least as early as July 1785. He was apparently hanging on in attendance on the Delhi Prince, or at Lucknow, hoping to obtain a renewal of his appointment from a new Governor General. In his letter to Lord Cornwallis of the 19th of October 1790, he thus speaks of his position:—"I have received no salary or consideration whatever as attendant or resident on the part of the Company with the Shahzada; yet my expenses in that separate office were, on many accounts, large. I am sure I do not overrate them when I state them at the sum of 14,000 rupees." We find the Delhi Prince appealing on his behalf to Sir John Macpherson in July 1786, and to Lord Cornwallis in October of the same year, to place the battalions again under his command. See a letter received by the Governor General in Council, 17th July 1786. In that letter the Prince says—"I am astonished at the circumstance why you should have recalled (Captain Frith) from attendance on the presence, since neither loss came to the Company nor did he receive anything from the Vizier." It is clear that the Prince did not look upon him as a person in the service, or entitled to any salary from the Nawab Vizier at this date.

Under all the circumstances of the case, we are of opinion, not merely that the claim to salary and allowances, 5,000 rupees a month, from July 1785 to July 1786, is not established, but that it is one which is wholly unfounded.

With respect to Captain Frith's claim under the bond for 270,000 rupees, we may observe that no such bond has been produced, nor has any copy of such a bond been produced or proved before us. We find that, although the bond is alleged to be dated the 31st of July 1785, it was not even alluded to in the remotest way in the letter of Captain Frith to Lord Cornwallis, dated the 19th of October 1790. At that date the particulars of Captain Frith's claim, as given in a paper enclosed with that letter, were as follows:—

His Excellency the Nawab Vizier.

	<i>Rs.</i>
1785. The amount of a bond - - - - -	100,000
1785. Interest on bond from July to the end of September 1790, five years and three months, at 12 per cent. - -	63,000
Amount of allowance from July 1785 to July 1786 - -	60,000
TOTAL - - -	<u><i>Rs.</i> 223,000</u>

It is to be observed that no interest is calculated upon the amount of the allowances, though, in fact, it is equally due, and would, from July 1785 to the present time, augment the last article to 90,000 rupees, *i. e.*, interest on 60,000 rupees for five years and a quarter, being upwards of 30,000 rupees.

In part payment of the above the Nawab Vizier has granted tunkha for 100,000 rupees, which, when realised, will, of course, be brought to credit and set off against this demand.

In 1798, in addressing Sir John Shore, the particulars which Captain Frith gives of his demand were, that his claim was on a share, amounting to 150,000 rupees, of a bond for 270,000 rupees, dated the 31st of July 1785, in which Colonel Palmer, apparently the late Resident at Lucknow, is interested to the extent of 18,000 rupees, Mr. R. Grant, elsewhere described as assistant to Major Palmer, the Resident, in 80,000 rupees, and one R. Bruce, 22,000 rupees. Captain Frith's share is there stated to have arisen from the allowance of 5,000 rupees per month for money advanced to the battalions by Batch

Raji and Kashmeery Mull on his credit, and for feeding and other expenses of gun bullocks of the artillery attached to the battalions. The account of the whole is said to have been made up to the 31st of July 1785, approved of, and the bond granted. No attempt was made before us to reconcile or explain these conflicting statements, and no evidence or proof of any sort was adduced to satisfy us that any bond for 270,000 rupees was ever executed, as is now alleged.

We have seen that it is not mentioned in the letter to Lord Cornwallis in 1790. After the case had closed, Mr. Frith, alleging that he had had no notice of the last meeting, applied to the Commissioners to be allowed to adduce, as further evidence to the bond, a document said to be in the handwriting of Richard Frith, executor of Colonel Robert Frith. The original, said to be in London, was not produced before us, and no sufficient excuse was shown for its non-production; but a copy was annexed to the affidavit of Mr. Frith, and is as follows:—

MEMORANDUM.

In June 1806 Colonel Richard Frith furnished the following account to the Vizier:—

	Rs.
1785. To a bond dated the 1st of August 1785, for - - -	100,000
1790. To interest on bond to the 1st of August 1790, being five years, at 12 per cent. per annum . - -	60,000
TOTAL - - -	Rs. 160,000
By a tunkha on the Nawab at Furruckabad for one lakh of rupees - - - - -	100,000
Balance - - - - -	60,000
To interest, with balance, to the 1st of August 1805 -	108,000
One year's allowance, as fixed by the late Vizier, from the 1st of August 1785 to the 1st of August 1786, at 5,000 rupees a month - - - - -	60,000
TOTAL - - -	Rs. 228,000

Ghazeepore, June 1806.

THE total sum due by the Lucknow Government to the estate of the late Captain Frith, exclusive of the allowance for 1785, amounts to 228,000 Lucknow sicca rupees on the 31st of July 1805.

The bond above mentioned, with the several papers relative to this demand, was burnt in my bungalow at Futtehghur, on the 17th of November 1804, by Jeswunt Row Holkar's troops. But I declare most solemnly, to the best of my recollection, knowledge, and belief, that the account as here stated is correct, and that the sum of 228,000 Lucknow sicca rupees was actually due to the estate of the late Lieutenant-Colonel Robert Frith by the Lucknow Government in August last: and to this I am ready to make oath before a magistrate, should His Excellency the Nawab Vizier require it.

(signed) *R. Frith.*

MR. PAUL, counsel for Mr. Frith, was compelled to admit that he would give no legal proof of the bond, or the consideration of it. He referred to the repeated demands made by Mr. Frith for redress at the hands of the Government of India; but the Government of India had nothing to do with the debt, and consistently refused all interference on that ground. There is, then, therefore, nothing in the non-repudiation of the claim by the Government of India which in any way raises a presumption as to the justice of a claim which the native Government of Oude had always repudiated.

No particulars or details of the monies actually expended by Captain Frith appear to have been submitted by him, either to Lord Cornwallis or Mr. Shore, and none such have been produced before us. In his letter to Lord Cornwallis in 1790, Captain Frith makes no allusion to any accounts of expenditure as having been submitted by him to the native Government of Oude; there is nothing which enables us to form any opinion whether the instrument, described as a bond for 1,00,000 rupees in the letter to Lord Cornwallis, bore interest, or whether it was payable at or after date; there is nothing to show under what circumstances

circumstances it was granted, or whether or not the payment by the assignment of revenue on the Nawab of Furruckabad was part of the same transaction as the giving of the so-called bond. We certainly cannot take for granted Captain Frith's account of the matter, that the tunkhas were given in part payment of the account contained in the letter of Lord Cornwallis, because there is nothing to show that the Nawab ever admitted any liability to Captain Frith for salary subsequent to 1790. There is an expression in Captain Frith's letter of the 19th October 1790 which, perhaps, leads to an inference that the bond did not bear interest. He says that the payment of the principal, without the legal interest, will leave him greatly in debt: he does not call it stipulated interest, but speaks as if he wished it to be considered that the right to interest was a legal incident.

It is clear that the native Government of Oude did not consider that the Nawab had made a part payment, or that Captain Frith, after receiving the instalments of revenue payable under the tunkha, continued to be a creditor. His name was not inserted in the statement of the debts of Asoph-ood-dowlah, prepared in the lifetime of that sovereign by Rajah Tikayet Roy, and delivered by him to Mr. Cherry, the Resident, on the 5th of November 1795, and transmitted to the Governor General, Lord Cornwallis, in April 1796.

In Major Palmer's letter of the 27th of March 1785, Captain Frith is said to have had no interference with the pay or bazar of the troops; and if, impelled by humanity, policy, or any other motive, good or bad, he, a European officer in command of a powerful body of troops in the service of the Nawab, chose to constitute himself their banker or paymaster, and to set himself up as a creditor of the State, we can be but little surprised to find that the Nawab in April had determined that he should have no further concern with the battalions; and for aught that appears, Captain Frith may have had reason to think himself fortunate in getting a settlement of his claim, by an acknowledgment for a round sum of 100,000 rupees, and payment by such an assignment of revenue for that amount as he seems to have received. At the time of the giving of the bond, and at the time of the alleged payment, correspondence must have taken place between the Government of Oude and Captain Frith, or the Resident: but Captain Frith has apparently never thought fit to produce or refer to those communications.

We think that the claim to salary from July 1785 to July 1786, is shown to be wholly unfounded; that the claim to 150,000 rupees as a share of a bond for 2,70,000 rupees, is also shown to be unfounded. It is admitted that Captain Frith received 100,000 rupees by an assignment of revenue between 1789 and 1792; and we see no reason to suppose that he had any claim for interest or otherwise which was not fully satisfied by that payment.

(signed) *J. P. Norman.*
C. Trevor.
G. Campbell.

22 November 1864.

MAJOR Darrell's case was called on; but as no one appeared in support of his claim, the case was struck out.

(signed) *J. P. Norman.*
C. Trevor.
G. Campbell.

MAJOR Webber's case was called on; but no one appearing to support the claim, the case was struck out.

(signed) *J. P. Norman.*
C. Trevor.
G. Campbell.

Foreign Department—Judicial.—No. 6.

To the Right Honourable Sir *Charles Wood*, Bart., G.C.B., Her Majesty's
Secretary of State for India.

Sir,

Simla, 31 May 1865.

Dated 28 April
1865, No. 1366.

IN continuation of our Letter, No. 3, dated 9th March last, we have the honour to forward, for the information of Her Majesty's Government, copy of a letter from the Registrar of the High Court, Bengal, enclosing the proceedings of the Commissioners appointed to inquire into certain claims against the late Native Government of Oude.

We have, &c.

(signed) *John Lawrence.*
W. Mansfield.
W. Grey.
G. N. Taylor.
W. N. Massey.
H. M. Durand.

From *H. T. Prinsep*, Esq., Registrar of the High Court of Judicature at Fort William, in Bengal, to the Secretary to Government of India, Foreign Department, No. 1366 ; dated Calcutta, 28 April 1865.

High Court, Civil
Side.

Present,
The Hon. C. B.
Trevor, Judge.

I AM directed to forward herewith, to be laid before his Excellency the Governor General of India in Council, the proceedings of the Commissioners appointed by his Excellency for inquiring into and reporting on certain claims against the late Native Government of Oude.

OUDE CLAIMS COMMISSION.

PROCEEDINGS OF THE COMMISSIONERS.

IN the "Gazette of India" of the 2d of July 1864, it was notified—

That, under Section 3, of Act XXX, of 1863, the Governor General in Council had appointed the Honourable Mr. Justice Trevor and the Honourable Mr. Justice Campbell to act as Commissioners for inquiring into and reporting on certain claims against the late Native Government of Oude, in the place of the Honourable A. A. Roberts, C.B., and Mr. J. W. Sherer, C.S., who were unable to act under the commission by attending at Calcutta.

Under Section 4, of the above-mentioned Act, it was then also notified, that the Commissioners appointed by the Governor General in Council would proceed to investigate the claims of the persons named in the margin, on Monday the 11th day of July next, at Calcutta, whereof the said persons or their heirs and representatives are required to take notice.

And it was further notified, that the Commissioners having, at their last sitting on the 1st of March 1864, adjourned to a day not earlier than the 1st of October, a sitting of the Commissioners would take place after that day for the purpose of hearing the cases of any claimants named in the original Commission who might be unable to come in at an earlier period.

In accordance with this notification, the Commissioners, the Honourable J. P. Norman, the Honourable C. B. Trevor, the Honourable George Campbell, sat on the 11th day of July 1864, at the Court House of the High Court in its appellate jurisdiction.

The Advocate General, on the part of the Government, applied for a postponement for a week, in order that a written statement might be put in on behalf of the Secretary of State, and copies of the written statements exchanged between Mr. Frith and the Government solicitor.

Mr. Carruthers,

1. Mr. Frith.
2. Mr. Grant.
3. Major Darrell.
4. Major Webber.
5. Captain Edwards.
6. Monohur Doss, or
Seetul Baboo, or
the Doss family.
7. The representatives
of Mr. Clark.
8. Mr. Prendergast.

Mr. Carruthers, on behalf of Monohur Doss and Dwarka Doss, tendered a written statement; he stated that he did not claim on behalf of Mr. Prendergast, but only on behalf of the Doss family, that there was some arrangement for remuneration to Mr. Prendergast. He further informed the Commissioners, that he had now received all the original papers, with the exception of the original bonds, which were in England.

The Advocate General objected, that he must either abandon the claim which was put forward on behalf of Mr. Prendergast, or give satisfactory proof that he was duly authorised by the representatives of the late Mr. Prendergast to assent to the claim in the form now made. Mr. Carruthers asked for time to communicate with the representatives of Mr. Prendergast in England.

Mr. Carruthers was called upon to produce a vakalatnamah from the representatives of Monohur Doss and Dwarka Doss. He undertook to do so, but as they reside at Benares, he asked for time, and was allowed until after October to proceed with his claim.

Mr. Paliologus not being in a position to proceed on behalf of the representatives of Mr. Grant, as the Commission had not been returned from England, it was agreed that this claim also should stand over until after October.

Written statements on the part of Mr. Frith, Captain Edwards, and the Government having been brought in, meetings subsequently took place on the 19th of July, the 1st of August, and on subsequent days, at which the issues on Mr. Frith's and Captain Edwards' cases were settled, and the sittings were adjourned from time to time, in order to enable Mr. Frith to inspect letters and other documents in the possession or control of the Government, and prepare and get up the evidence necessary to support his claims.

In the "Gazette of India" of the 15th of October, public notice was given that the Commissioners would meet, in a public sitting, at the High Court Appellate Jurisdiction, on Monday the 21st day of November, and would sit from day to day, for the purpose of hearing and adjudicating upon the claims of the several parties.

On the 21st November the Commissioners met. In addition to the cases mentioned in the Commissioners' Report, Mr. Clark's case was called on, and as he did not appear either in person or by counsel or attorney, it was ordered that the Government solicitor should give notice to Mr. Sims, who had appeared for Mr. Clark on a former occasion, to enable him to appear and support the claim if he could.

Mr. Paul appearing as counsel for Mr. Frith, opened his case, and proceeded to support it by adducing evidence. The case eventually stood over, in order that a search should be made amongst the records of the Government Pay Department, for evidence that Captain R. Frith was not in the receipt of pay or allowances from July 1785 to July 1786; and with that exception, the case was treated as closed.

November 22d: Mr. Paul, as counsel for Mr. Frith, having on the previous day concluded the case of Mr. Frith, opened and proceeded with the case of Captain Edwards. This case was closed, but subject to any observation that might afterwards be made upon a book produced from the office of the Registrar of the late Supreme Court, the entries in which had not been translated by the Court translator.

Mr. Paul then appearing as counsel for Joynarain Doss, and the Advocate General for the Crown, issues were fixed, and an order for a Commission made in the case of the Doss family, the Advocate General, on the part of the Government, agreeing to join in the Commission. Major Darrell, Major Webber, and Mr. Prendergast's cases were then called in, and the Commission was adjourned to the 28th of November. On the 28th of November Mr. Sims appeared for Catherine Sheeran, executrix under the will of the late James Clark, of Lucknow. The case was gone into, and eventually the Commission was adjourned to the 19th of December. On the 19th of December the Commissioners met, when Mr. Paul appeared for Mr. Frith, and the Advocate General on behalf of the Government. Mr. Frith not being present, the Commissioners offered to allow the case to stand on for a short time, in order that he might be sent for; but the suggestion was not acceded to. A document was produced from the Pay Examiner's office, called a Personal Ledger. In

an Abstract of Disbursements in the Paymaster's office, from 1782 to 1786, an entry appeared under date 30th November, as follows :—

“Contingent charges, 6th of October 1785, No. 210.—Paid Captain Robert Frith, Commanding troop of body guard, his bill for the purchase of 21 horses, at 500 rupees each, passed by the Governor General, 10,500 rupees.

(signed) *Evans,*
Paymaster to the Artillery.

The entry appeared under a general heading, “Disbursement on account of Arrears due.” The Commissioners notified that they should report against Mr. Frith's claim.

Mr. Paul then proceeded to open Mr. Frith's case, as assignee of grant; he applied for a Commission to examine witnesses in England, with respect to a bond in the possession of Mr. Fendall. The Commissioners refused to accede to this request, being of opinion that no ground for such an order was shown to exist, and that Mr. Frith had had ample time to get up his case. They called on Mr. Paul to proceed with the claim, which he did accordingly. The Advocate General having been heard in answer, the Commissioners notified that they should report against Mr. Frith's claim as assignee of grant.

January 4th : Mr. Frith appeared before the Commissioners, and stated that he had no notice of the meeting of the 19th of December. He applied for a further hearing, on the ground that he could produce evidence in support of his claim as representative of Captain Robert Frith, by showing that the bond was in possession of his grandfather and his executors till 1806, and was lost with other property at that time. He also applied for a further hearing of this case, as representative of R. Grant. The Commissioners requested him to apply again, and to verify the ground of his application by affidavit.

On the 14th of January Mr. Frith again appeared before the Commissioners, and put in two affidavits, copies of which are hereunto annexed. The Commissioners pointed out to Mr. Frith that Mr. Paul had appeared for him on the 19th of December, and on his behalf had applied for a Commission to examine witnesses in England. Mr. Frith stated that Mr. Paul had done so without his authority.

The Commissioners then asked him whether, if a further hearing were granted, he had any further evidence to adduce in addition to that mentioned in his affidavit; he replied that he had not.

The Commissioners, being of opinion that no sufficient grounds had been shown for re-opening the question, rejected this application.

(signed) *John P. Norman.*
C. Trevor.
G. Campbell.

CERTIFIED that Mr. Warren Hastings Leslie Frith is at present confined to his room for sickness, and I do not anticipate his being able to attend to any business matter for a few days.

27 November 1864. (signed) *C. Palmer*, Presidency Surgeon.

In the Matter of Act XXX. of 1863, of the Legislative Council of India.

Warren Hastings Leslie Frith's Claim against the late Government of Oude.

I, ARTHUR ST. JOHN CARRUTHERS, of No. 5, Hastings-street, in the City of Calcutta, an attorney of Her Majesty's High Court of Judicature at Fort William, in Bengal, make oath, and say as follows :—

1st. That I have been acting for the above-named claimant, Warren Hastings Leslie Frith, in the above matter.

2d. That

2d. That on the twenty-eighth day of November last I attended before the Commissioners appointed in this matter on behalf of the said Warren Hastings Leslie Frith, and applied for a postponement of the hearing of the said claim on the ground of the illness of the said Warren Hastings Leslie Frith, and there produced the medical certificate hereunto annexed and marked with the letter A. And upon making such application the hearing of the said claim was ordered to stand over generally, and I was directed to give notice to the Commissioners and the Government solicitor when the said Warren Hastings Leslie Frith should be well enough to attend before the said Commissioners.

3d. No counsel appeared for the said Warren Hastings Leslie Frith on that day.

4th. Upon the postponement being made I left the court, and I am informed that the Commissioners then took up the case of Mr. Clark's claim.

5th. No adjournment for any specific day was made, whilst I was in court, relative to the said Warren Hastings Leslie Frith's case, nor did I ever receive any notice from any person that the hearing of this case had been adjourned to the nineteenth of December last.

6th. I say that, on Friday the sixteenth day of December last, I was asked by Mr. C. A. Smith, Clerk to the Officiating Chief Justice, when the said Warren Hastings Leslie Frith would be able to attend, as the Honourable Officiating Chief Justice wished to know; and I informed Mr. Smith, in reply, that the said Warren Hastings Leslie Frith was still very unwell, but that I would inform him when he would be able to attend.

7th. I say that I never heard that the above case was coming on, or that it had been heard on the said nineteenth day of December last, until I was informed of the fact by Mr. Paul on either twentieth or twenty-first of December last; and on the latter day I communicated the intelligence to Mr. Frith.

(signed) *A. St. John Carruthers.*

Sworn this 13th January 1865, before me,

(signed) *A. L. Piddington, Commissioner.*

EXHIBIT A., referred to in the annexed Affidavit of *Arthur St. John Carruthers.*

Sworn this 13th day of January 1865, before me,

(signed) *A. L. Piddington, Commissioner.*

In the matter of Act XXX. of 1863 of the Legislative Council of India.

Warren Hastings Leslie Frith's claim against the late Government of Oude.

I, WARREN HASTINGS LESLIE FRITH, at present of Calcutta, in the province of Bengal, and executor of the late Warren Hastings Leslie Frith, Colonel in the Bengal Artillery, the claimant above named, make oath, and say as follows:—

1st. That on the twenty-eighth day of November last, Mr. Arthur St. John Carruthers, my solicitor, attended at the High Court at Bhowanipore before the Commissioners appointed to investigate and report upon my claim, and produced on my behalf a certificate of Dr. C. Palmer, one of the Presidency surgeons, and my medical attendant, which stated that, in consequence of my illness, I was unable to attend before the Commissioners, and that as I expected to receive from England on an early day very important evidence connected with my case, he requested that the further hearing of it might be postponed until I should be well enough to attend before the Commissioners with such evidence, whereupon the Commissioners intimated to Mr. Carruthers that they

postponed the further hearing of my case until such time as I should be well enough to attend before them.

2d. That, on the nineteenth of December last, while I was still unwell and confined to my room, the said Commissioners called on my case without having given either to me or to my solicitor, Mr. Carruthers, any notice of such their intention to do so, and Mr. G. C. Paul, the barrister, who was not instructed by me or my solicitor to appear on my behalf, on that day appeared before the Commissioners.

3d. That on the twenty-first idem, I was taken quite by surprise when I was informed by a letter received from Mr. Carruthers of the above last mentioned fact.

4th. That, on the twenty-fourth idem, my solicitor, Mr. Carruthers, as instructed by me, wrote to the Clerk of the Honourable Officiating Chief Justice, stating that he trusted I should be well enough to attend before the Commissioners and prosecute my claim any day they might fix after the then holidays, and requested that they would appoint a day for the further hearing of my case; which said letter was returned to me by Mr. Carruthers with an endorsement in pencil, a copy of which letter and endorsement is as follows:

OUDE CLAIMS.

Sir,
Calcutta, 24 December 1864.
MR. FRITH directs me to state that he trusts to be well enough to attend before the Commissioners and prosecute his claim any day that they may fix after the present holidays, and requests me to ask you to be good enough to communicate with the Honourable the Officiating Chief Justice and get an early day appointed for the further hearing of the claim that may suit his Lordship's convenience.

I have, &c.
(signed) A. St. John Carruthers.
C. A. Smith, Esq.,
Clerk to the Hon. Offg. Chief Justice.

(Endorsement in Pencil.)

Better apply to-morrow, and give notice to attorney of such his intention to apply.
19th December was appointed, and Mr. Paul appeared.

5th. That in consequence of which endorsement, I attended before the Commissioners and explained the before-mentioned facts and circumstances, when it was signified to me by the Commissioners that they required Mr. Carruthers to put in an affidavit stating that he had obtained an adjournment of the further hearing of my case on the twenty-eighth of November last, until such day as I should be well enough to attend before the Commissioners, and that I should put in an affidavit stating that I was taken quite by surprise when I heard of the Commissioners having gone into my case during my absence, and were about to report upon it, when on account of my illness I was unable to attend before them and adduce the further evidence in support of my case, and that I should annex a copy of such document as I expected to receive from England.

6th. That the paper, writing, or memorandum hereunto annexed, marked A., is a true copy of the document which I expect to receive from England, and which is now in London in the possession of my Parliamentary Agent, and is in the handwriting of the late Colonel Richard Frith, the executor of my grandfather, Colonel Robert Frith, the original claimant; and that such copy is a true and correct transcript of the said original memorandum, and which, by proving the existence and loss of the original document on which this claim is based, is, as I am informed and verily believe, in law, sufficient to allow such secondary evidence being given of the contents of the said last document, which, from its amount, date, and proper custody at the time of its loss, clearly and indisputably establishes my claim without any further proof

(signed) W. H. L. Frith.

Sworn this 13th day of January 1865 before me,

(signed) A. L. Piddington, Commissioner.

EXHIBIT A., referred to in the annexed Affidavit of *Warren Hastings Leslie Frith*, sworn this 13th day of January 1865, before me.

(signed) *A. L. Piddington*, Commissioner.

MEMORANDUM.

In June 1806 Colonel Richard Frith furnished the following account to the Vizier:—

	<i>Rs.</i>
1785. To a bond, dated 1st August 1785, for - - - -	100,000
1790. To interest on bond to the 1st of August 1790, being 5 years, at 12 per cent. per annum - - - -	60,000
TOTAL - - -	<u>Rs. 160,000</u>
By a tunkha on the Nawab of Furruckabad for 1 lakh of rupees - - - - -	100,000
BALANCE - - -	<u>Rs. 60,000</u>
To interest on the balance to the 1st of August 1805, being 15 years, at 12 per cent. per annum - - -	108,000
To 1 year's allowance as fixed by the late Vizier, from the the 1st August 1785 to the 1st of August 1786, at 5,000 rupees per month - - - - -	60,000
TOTAL - - -	<u>Rs. 228,000</u>

Ghazeepore, June 1806.

E. E.

The total due by the Lucknow Government to the estate of the late Lieutenant Colonel Frith, exclusive of the interest on the allowance for 1785-6, amounts to 2,28,000 Lucknow Sicca rupees on 31st July 1805.

The bond above mentioned, with the several papers relative to this demand, were burned in my bungalow, Futtighur, on the 17th of November 1804, by Jussunt Row Holkar's troops; but I declare most solemnly, to the best of my recollection, knowledge, and belief, that the account current as here stated is correct, and that the sum of Lucknow Sicca rupees 2 lakhs and 28,000 was actually due to the estate of the late Lieutenant Colonel Robert Frith by the Lucknow Government in August last; and to this I am ready to make oath before a magistrate should his Excellency the Nawab Vizier require it.

Ghazeepore.

(signed) *R. Frith*.

EAST INDIA (OUEDE CLAIMS).

COPY of the PROCEEDINGS and REPORTS which have been made by the Commission appointed by the Government of *India* to Investigate and Report upon the Cases of the several CLAIMANTS against the late State of *Oude*

(*Colonel French.*)

Ordered, by The House of Commons, to be Printed,
23 May 1866.

301.

Under 2 oz.

EAST INDIA (OUDH).

RETURN to an Address of the Honourable The House of Commons,
dated 18 March 1868;—for,

“COPY of a DESPATCH from the Registrar of the High Court of Judicature at *Fort William* in *Bengal* to the Secretary to the Government of *India*, Foreign Department, No. 1087, dated Calcutta, the 5th day of April 1867, in reference to the CLAIMS of the Representatives of *Monohur Doss* and *Dwarcah Doss* against the late Native Government of *Oudh*.”

India Office, }
25 March 1868. }

H. L. ANDERSON,
Secretary Judicial and Legislative Department.

From *L. R. Tottenham*, Esq., Registrar of the High Court of Judicature at *Fort William*, in *Bengal*, to the Secretary to the Government of *India*, Foreign Department (No. 1087); dated Calcutta, 5 April 1867.

I AM directed to forward herewith, for the purpose of being laid before His Excellency the Governor General in Council, a letter from the Commissioners appointed for the purpose of inquiring into, and reporting on, the Oudh claims, together with their Report on the claim of Mr. Prendergast on behalf of the representatives of certain bankers called *Monohur Doss* and *Dwarka Doss*.

Right Honourable Sir and Honourable Sirs,

WE, the Commissioners appointed for the purpose of inquiring into, and reporting on, certain claims preferred against the late native government of Oudh, set forth and described in certain papers furnished to the Government of India, with the Despatch of the Secretary of State, in the Judicial Department, No. 78, dated the 24th of August 1863, beg to submit to your Excellency in Council our Report on the claim described as the claim of Mr. Prendergast, professing to be a claim on behalf of the representatives of certain bankers called *Monohur Doss* and *Dwarka Doss*.

It will be seen that very great delay has taken place in bringing this case to a hearing. By notification in the “*Gazette*,” dated the 9th of February 1864, Tuesday, the 16th of February 1864, was appointed for the purpose of entering on the inquiry, and claimants were warned to appear. For reasons mentioned in our report, it was not until the 22nd of November following that the issues were fixed. An order was then made that a Commission should issue for the examination of witnesses in England. It was the duty of the claimant to prepare a draft of the Commission; delay took place in the preparation of the Commission, and it was not ready for transmission to England before the 30th of May 1865. The witnesses were examined, and the depositions, with the exhibits, returned to this country at the end of July or the beginning of August 1866. A day was then appointed for the hearing, when it appeared that a number of printed papers which had been produced and examined in England, and which Mr. Lawford, as solicitor for the Secretary of State, had agreed to admit, had not been sent out from England, and that there were no copies of those papers in this country. After some adjournments it was finally arranged that a day for the hearing should be fixed shortly after the arrival of the first regular Calcutta mail in February of the present year. A further short adjournment took place to suit the convenience of Mr. Justice Campbell, who was engaged as Commissioner in inquiring into matters connected with the famine in Orissa. With the report now presented our labours conclude.

We have, &c.
(signed) *John P. Norman.*
C. Trevor.
G. Campbell.

Calcutta, 5 April A.D. 1867.

CLAIM preferred by Mr. *Prendergast*.

The Claim called the Calcutta Bankers' Claim, or the Claim of Monohur Doss, and Dwarka Doss, and Seetul Bohoo.

SEVERAL claimants have appeared at different times before the Commissioners alleging themselves to be interested in this claim.

Mr. Wellesley Bowes Prendergast, as agent for the representatives of Monohur Doss by his attorney, Mr. St. Barbe Sladen, appears to have been in correspondence with the Secretary of State for India in relation to this claim in August 1863, and afterwards in November 1863 himself addressed a letter to the Governor General of India in Council, asking for time to prepare his case in consequence of the absence of his legal adviser, Mr. Pauncefote, in China.

At the first meeting of the Commissioners, on the 16th of February 1864, Mr. Carruthers appeared for Mr. Prendergast, and stated that the original papers which he required in order to support the claim were in China, having been sent by accident to Mr. Pauncefote.

The Commissioners ordered that the claimant should put in a written statement, and annex copies of all documents on which the claim was based, and if the documents were in any other language than English, authenticated copies of the originals, with English translations annexed, were to be put in within 10 days. It was also arranged that the Advocate General on behalf of the Secretary of State, should put in a written statement detailing the grounds of resistance to the claim, and that copies of the written statements should be exchanged between the parties.

On the second day of sitting, 1st March 1863, Mr. Newmarch, instructed by Mr. Carruthers, appeared for Mr. Prendergast, and on an affidavit sworn by Mr. Carruthers and one Parbutty Churn Nundy, who described himself as a Mooktear, and stated himself to be the duly authorised agent of Baboo Horruck Chund, now of Benares, the sole representative of Monohur Doss, one of the original claimants, and also of Baboo Joynarain Doss, Juggonauth Doss, and Bany S'hoi, all of Benares, the sole representatives of Dwarka Doss, the other original claimant, setting out the facts, applied for further time to file a written statement. The Commissioners allowed further time, viz., till the 1st of May, for filing the written statement. The Commission was then adjourned.

On the 1st of July 1864 Mr. Carruthers stated that he was not claiming on behalf of Mr. Prendergast. The Advocate General objected that he must either abandon the claim which was put forward on behalf of Mr. Prendergast, or give satisfactory proof that he was duly authorised by the representatives of the late Mr. Prendergast to assent to the claims in the form then made. Mr. Carruthers asked for time to communicate with the representatives of Mr. Prendergast in England.

Mr. Prendergast has put in no written statement, and has not since appeared personally or by any agent before the Commissioners. So far as regards Mr. Prendergast's claim, we may observe that the 37 Geo. 3, c. 142, s. 28, contains the following provision:—

“Nor shall any British subject by himself or by any other person, either directly or indirectly, for his own use and benefit, take, receive, hold, enjoy, or be concerned in any bond, note, or other security or assignment granted, or to be granted, by any native prince in India after the 1st of December then next, for the loan or for the repayment of money or other valuable thing without the consent and approbation of the Court of Directors of the East India Company, or the consent and approbation of the Governor in Council of one of the said Company's Governments in India first had and obtained in writing, and any person doing, acting, or transacting, or being concerned in any actings, doings, and transactions, contrary to this Act shall be deemed and taken to be guilty of a misdemeanor at law, and shall and may be proceeded against and punished as such by virtue of this Act before any court of competent jurisdiction; and all bonds, notes, assignments, or securities for money of what kind or nature soever taken, held, or enjoyed either directly or indirectly for the use and benefit of any British

British subject contrary to the true intent and meaning of this Act shall be, and the same are hereby declared to be, null and void to all intents and purposes." How far this applies to Mr. Prendergast's claim, we think we need not at present examine.

Doyal Kisto Doss, alleging himself to be the representative of Budinath Doss, appeared before the Commissioners on the 16th of February 1864. As his claim was not one of those mentioned in the original Commission, the Commissioners refused to hear him. He then stated that his claim was identical with, or a part of, that put forward by Mr. Prendergast, whose claim was named in the Commission, and on his application the Commissioners directed that notice should be given to him when the claim of Mr. Prendergast should be investigated in order to enable him to be present. Notice was subsequently given, but neither Doyal Kisto Doss nor any one representing him ever again appeared before the Commissioners.

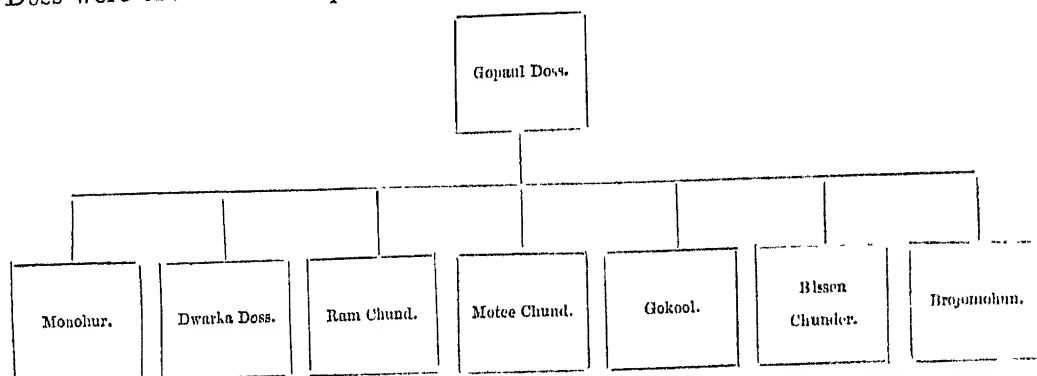
It is supposed that Doyal Kisto Doss is dead.

Hurruck Chund.—On the 30th of April 1864, Messrs. Dallas and Carruthers transmitted to the Commissioners a written statement on behalf of Hurruck Chund Doss and Joynarain Doss, as the descendants of the original claimants, Monohur Doss and Dwarka Doss, verified by Parbutty Churn Nundy, describing himself as of Sham Bazar, in the town of Calcutta, the duly constituted agent of Hurruck Chund Doss and Joynarain Doss. The President of the Commission declined to receive this written statement upon the ground that the Commissioners were only to inquire as to the claims preferred against the late Native Government of Oudh by Mr. Prendergast, his heirs or representatives. A short time after this, the Honourable A. A. Roberts, C.B., C.S.I., having returned to his appointment in the Punjab, and John Walter Sherer, Esq., C.S.I., having returned to his appointment in the North Western Provinces, it became necessary to appoint fresh Commissioners. The President of the Commission brought to the notice of the Government that claims have been brought forward by persons claiming to be members of the Doss family, and enclosed a letter from Mr. Carruthers alleging that Mr. Prendergast was merely an agent for the Doss family, whose claim had become known in England as Prendergast's claim, and stating that it was so described in the Commission. The President requested the instructions of the Government as to whether or not the claims of these parties were to be inquired into, and received a reply from the Foreign Secretary informing him that the name of the Doss family had been added in the fresh notification without exclusion of Mr. Prendergast's name, so that the investigation of these conflicting claims would be left entirely in the discretion of the Commissioners.

On the 29th of June, the Honourable Mr. Justice Trevor and the Honourable Mr. Justice Campbell were appointed as Commissioners in the place of the Honourable A. A. Roberts, C.B., and Mr. J. W. Sherer, under the 3rd section of the Act, and in pursuance of section 4, a notification was published in the "Gazette of India," to the effect that the Commissioners would on the 11th day of July proceed to investigate (*inter alia*) the claims of Monohur Doss or Sectul Bohoo, or the Doss family, and of Mr. Prendergast. On the 11th of July, Mr. Carruthers tendered the written statement which had been previously rejected, and it was received. The Commissioners called on Mr. Carruthers to produce vakalutnamahs from the representatives of Monohur Doss and Dwarka Doss to show that he really had authority to appear and represent them. Mr. Carruthers asked for time to enable him to do so; but down to the present time he has never put in a vakalutnamah, or produced any written authority authorising him to appear for Hurruck Chund. It is not denied that Hurruck Chund is still alive and residing at Benares, but he has not appeared before the Commissioners either personally or by any agent empowered to represent him in the mode in which such persons are invariably authorised to appear in the Courts of this country.

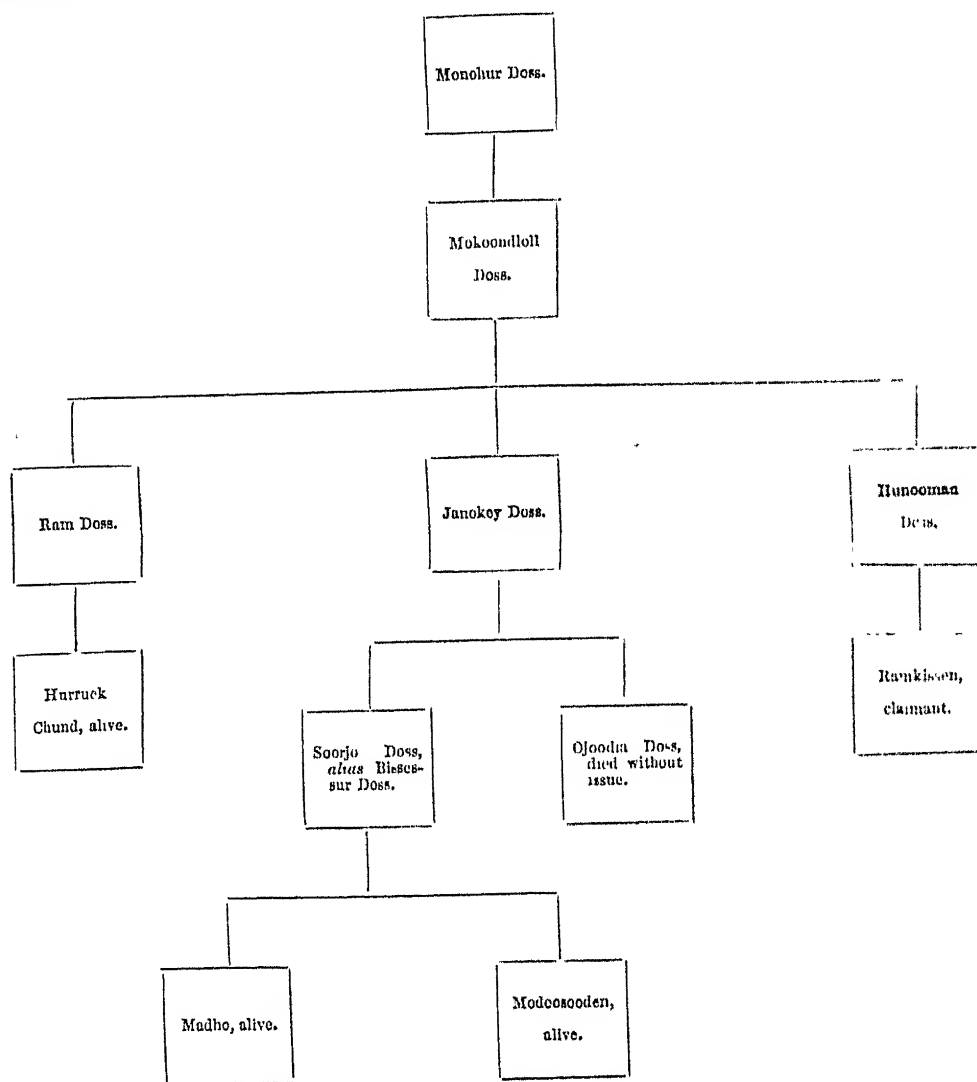
Ramkissen Doss claims as a representative of the family of Monohur Doss. Mr. Carruthers put in a warrant authorising him to prosecute this person's claim, dated the 9th of May 1866.

It was stated in evidence by Joynarain Doss that Monohur Doss and Dwarka Doss were the sons of Gopaul, who had seven sons, as follows :



He said he had heard this from Baboo Ram Chund and Baboo Motee Chund; he had seen these two brothers, not the other five. The businesses of Monohur Doss and Dwarka Doss were always separate.

The alleged descent of Ramkissen from, and claim under, Monohur Doss is exhibited in the accompanying tree, which was spoken to by Joynarain in his evidence :—



The bonds produced, purporting to be made in favour of Baboo Monohur Doss are as follows :—

	Rs.
10th February 1795.—Payable out of the territories of the Sircar, with interest at 2 per cent. per month	2,10,000
16th April 1793.—Payable out of the territories of the Sircar, with interest at 2 per cent. per month	1,02,000

In

In the written statement on the part of Hurruck Chund and Joynarain Doss, originally tendered on the 29th of April 1864, it is stated that Hurruck Chund claims to be entitled by family arrangements and partition to the whole interest of Monohur Doss in the subject-matter of this claim; but his title as sole claimant may be disputed by the other descendants of Monohur Doss. At the hearing on the 26th of February 1867 Mr. Paul, who, instructed by Mr. Carruthers, appeared on behalf of the claimant, Ramkissen Doss, put in as part of his case a deed poll, dated the 24th of February 1825, executed by Ram Doss as the grandson and heir and legal personal representative of Baboo Monohur Doss, which contained a recital that Monohur Doss had died at Benares, leaving Muchoonloll Doss, who is apparently identical with Mokoondloll, his only son; that Muchoonloll Doss had died on the 26th of September 1820, leaving three sons, viz., himself, Ram Doss, Baboo Janokey Doss, and Baboo Hunooman Doss, heirs of the property of Monohur Doss and Muchoonloll Doss; that on a division of the property being made the sums which Maharajah Tickait Roy had agreed to pay out of the revenues of the territories of the Vizier, and the bonds, deeds, and writings securing the same were absolutely assigned by Baboo Janokey Doss and Baboo Hunooman Doss to him, Baboo Ram Doss, who was then solely interested in the same; and by that instrument Baboo Ram Doss gave to Mr. Michael George Prendergast full power and authority, if he should see fit, by any deed or writing, or by his last will, to appoint any person as attorney for him, the said Ram Doss. A deed poll of the 7th of March 1835, executed by Baboo Ram Doss, and produced by Mr. Paul as part of his case, contains similar recitals.

The Commissioners pointed out that the recitals in these deeds went to show that the rights of Monohur Doss, whatever they were, are now vested in the heirs of Ram Doss, and that Ramkissen Doss, who appears to be the son of Hunooman Doss, had no interest whatever in the claim.

Mr. Paul admitted that he was not in a position to answer the objection.

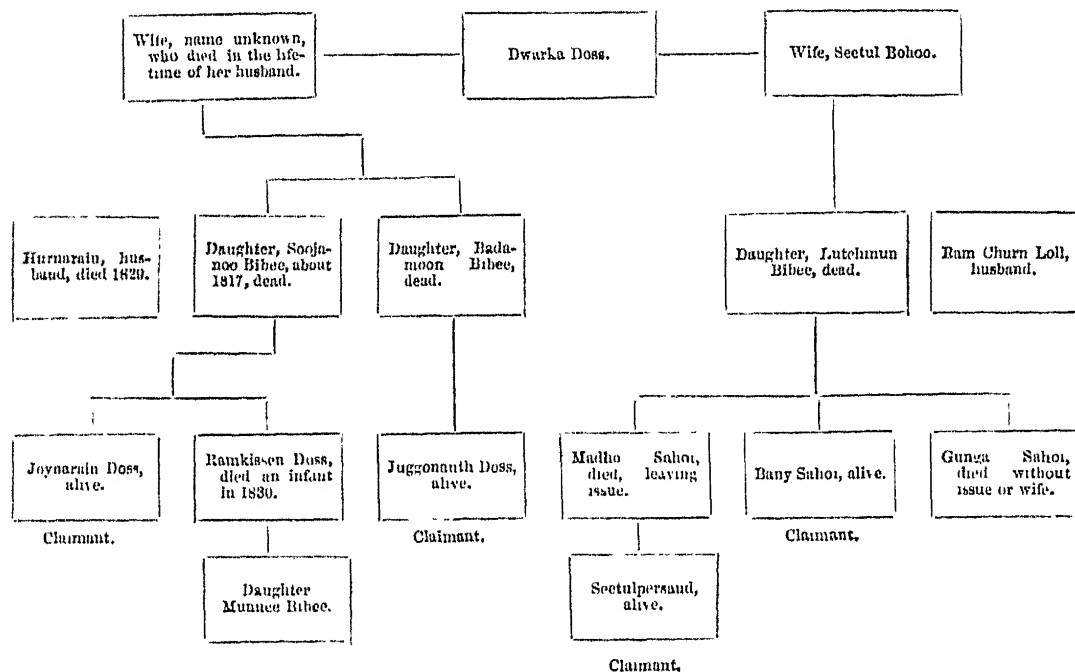
Juggonauth Doss and Joynarain Doss.—Warrants in writing similar in form to those in use in the High Court in its ordinary original civil jurisdiction, bearing date the 19th of November 1864, were put in authorising Mr. Carruthers to appear and prosecute these claims.

Sectulpersaud.—The warrant bears date the 10th of May 1866.

Bany Sahoi.—The warrant is dated the 14th of June 1866.

The position of these parties as heirs of Dwarka Doss is exhibited in the following

PEDIGREE.



In the "Gazette of India" of the 15th of October 1864 public notice was given that the Commissioners would meet in a public sitting at the High Court, Appellate Jurisdiction, on the 21st day of November, and sit from day to day for the purpose of hearing and adjudicating upon the claims of the several parties. On the 22nd of November Mr. Paul appeared as advocate for Joynarain Doss and the Advocate General for the Crown, when the following issues were fixed :—

1. Whether the claimants are entitled as representatives of Monohur Doss or Dwarka Doss.
2. Whether the documents on which the claim is based were executed by the several persons by whom the same purport to have been executed, and so as to bind Asoph-ood-Dowlah, the Nawab Vizier of Oudh.
3. Whether there was any, and what, consideration for the signing of the documents.
4. Whether the amount mentioned in the documents, or any part thereof, was due from the Nawab Vizier, Asoph-ood-Dowlah, at the time of his death.
5. Whether such debt must be presumed to have been satisfied.
6. Whether the debt therein mentioned was ever a charge on the revenues of the kingdom of Oudh.
7. Whether by any repudiation by any succeeding Nawab before the annexation those debts ceased to be a charge on the revenues of the kingdom of Oudh.
8. Whether the British Government is now liable to pay the money mentioned in the bonds and in the memorandum.

As to the first issue :—

The first issue is whether the claimants are the representatives of Dwarka Doss, Motee Chund.

Joynarain Doss, examined on the 26th of February 1867, said :—I am a Mahajun ; I reside at Benares ; I knew Ram Churn Loll, the husband of the sister of my mother. Lutchman Bibee was the daughter of Dwarka Doss. I never saw Dwarka Doss. Ram Churn Loll is dead. My father was Hurnarain Roy ; mother, Soojanoo Bibee. I have no brother ; I had one, he is dead. His name was Ramkissen ; his wife is dead ; he had a daughter, Munnee Bibee. Ramkissen used to remain with us ; I am his heir. We were joint in food and estate at Benares. My age is about 51½. I never saw my mother's mother. My mother is dead about 50 years ago ; I was about 14 or 15 months old when she died ; my father, Hurnarain, died in 1829. The name of my mother's father was Baboo Dwarka Doss. I have heard that from my brother, Baboo Ramkissen, and my grandmother, my father's mother ; my brother died at the age of 28 or 29 in the year 1830, in Calcutta. He was my elder brother, 11 or 12 years older than myself. My father's step-mother was Bussunto ; I never saw my father's own mother. I know Juggonauth Doss. I know Bany Sahoi ; Bany Sahoi is the son of my mother's sister. Ramkissen and I were children of the same mother ; Juggonauth Doss was the son of Badamoon Bibee ; I know that of my own knowledge ; I have seen her ; she was the daughter of Dwarka Doss. I know it from my brother. Lutchmun Bibee was my aunt. Bany Sahoi's mother was Lutchmun Bibee ; Ram Churn Loll was the father of Bany Sahoi. I knew Lutchmun Bibee and her husband, Ram Churn Loll ; they are both dead. Lutchmun Bibee's father was Baboo Dwarka Doss : I heard it from many persons. We brought a suit for one-third share of his property against Madho Sahoi and Bany Sahoi, and got a decree here, in Calcutta. (He produced a copy of a Persian decree of the late Sudder Court.) Ram Churn Loll was the Mooktear ; he died about 25 or 26 years ago. When Baboo Dwarka Doss's widow, Seetul Bohoo, was alive he transacted her business. He used to manage all the 52 kotees and all the law business ; he used to manage all the lawsuits and cases for Seetul Bohoo. Madho Sahoi had a son, Seetulpersaud. Gunga, the third son of Lutchmun, died without issue ; he was never married. Ram Churn Loll carried on the kotees for Seetul Bohoo in the name of Dwarka Doss. Dwarka Doss's
kotee

kotee was closed 40 or 45 years ago, beyond my recollection. The 52 kotees were closed shortly after Baboo Dwarka Doss's death; the other was in Benares. After Seetul Bohoo's death that business was closed; the Benares kotee was the Sudder Kotee. The books were in the charge of Baboo Madho Sahoi; but he was such a *kumbukht* that he sold them as waste paper and ate the proceeds. I have no papers connected with this claim; my suit was then pending. Where had I any papers? In the Lucknow house Motee Chund had no interest, but his name *was used*.

The decree produced by Joynarain shows that on the 19th of June 1830, Mr. M. H. Turnbull, a Judge of the Sudder Court, affirmed a decision of the Provincial Court at Benares in a suit by Ramkissen and Joynarain, infants, represented by Hurnarain, their father, as their Mooktear, for 25,00,000 rupees, being one-third of the estate of Dwarka Doss, which they claimed as the sons of his daughter, Soojanoo Bibee, alleging that Juggonauth was entitled to one-third as heir of another daughter, Mussumat Bibee Badamoon; that Baboos Madho Sahoi and Bany Sahoi, infants, represented by their Mooktear, Ram Churn Loll, were entitled as sons of Lutchmun Bibee, the third daughter, only to one-third instead of the whole estate of Dwarka Doss, as claimed by the defendants. Large as the amount in dispute would seem to have been, the respondents did not appear on the hearing of the appeal, although, as observed by the judge, a receipt was endorsed on the notice. Perhaps this may admit of explanation if Ramkissen, who survived his father, Hurnarain, was then dead. It appears from the recitals in this decree that the decree of the Provincial Court was passed without specifying the amount under claim.

The suit appears to have been instituted in 1816, and for some reason or other languished until December 1826. The answer, as set out in the decree produced, is a virtual admission of the title of the plaintiffs in that cause.

On the 24th of February 1825, Ram Churn Loll executed a power of attorney in favour of Mr. M. G. Prendergast, reciting that Seetul Bohoo, the sole widow of Dwarka Doss, had died, having by will devised all moveable and immoveable property, as well that possessed by Dwarka Doss as by herself, to Madho Sahoi and Bany Sahoi, the children of her daughter, Lutchmun; that under the said deed of gift, and also as heirs and legal personal representatives of Dwarka Doss and Seetul Bohoo, Madho Sahoi and Bany Sahoi were entitled to all the estates of Dwarka Doss, and that Madho Sahoi and Bany Sahoi were infants under the age of 16 years. Ram Churn Loll, as manager, executor, and trustee of the estates of Dwarka Doss, and as guardian of the infants, appointed Mr. M. G. Prendergast as his attorney, &c. The document is witnessed by Robert North Collie Hamilton, Esq., Officiating Judge and Magistrate of Benares, who certified upon the deed that he knew Ram Churn Loll, the Mooktear or Manager of the kotee formerly of Dwarka Doss; and that he, Ram Churn Loll, transacted all business in courts as such.

On the 25th of May 1827, certain articles of agreement were executed by Ram Churn Loll in the presence of, and attested by Mr. R. N. C. Hamilton, by which Ram Churn Loll agreed to pay to Mr. M. G. Prendergast one full third share of all such sums as should be recovered of the debts claimed from the Native Government of Oudh.

It is not unworthy of remark that, notwithstanding the decree of December 1826, at the time of the execution of this agreement neither Baboo Ram Churn Loll, Mr. Hamilton, nor Mr. Prendergast's agent, should have paid any attention to the interests of Joynarain, Ramkissen, and Juggonauth, the other alleged heirs of Baboo Dwarka Doss.

Joynarain was not cross-examined as to the family history. If his evidence is to be relied upon—and we do not see any reason to discredit it—all the heirs of Dwarka Doss, except, perhaps, Munnee Bibee, were represented before the Commissioner.

None of these parties appear to be in possession of a single scrap of paper or account relating to the present claim.

Before pronouncing that the present claimants represent Dwarka Doss, Motee Chund, or in other words, that the interest of Dwarka Doss, Motee Chund in the money claimed is now vested in them, we think that each of the parties should be called on to come in and support his claim personally; and that advertisements should be issued calling on the heirs of Motee Chund as well as of Dwarka Doss to come in and support any claim they may have, and an inquiry

might then take place as to whether the decree of the Provincial Court was *bond fide* or not, and whether it was executed or acted on in any way. Had we not considered that the claim was unsustainable on other grounds, we should have instituted these further inquiries ourselves; but, for reasons which will afterwards appear, we have thought it unnecessary to put the parties to further expense.

Before going further we desire to observe that while Mr. Prendergast, Mr. St. Barbe Sladen, and Mr. W. B. Prendergast, are pressing these claims actively enough on the Home Government, it is very remarkable that their supposed clients are not forthcoming when looked for in this country.

Of the descendants of Monohur Doss, only one has come forward to put in his claim before the Commissioners, though Hurruck Chund is stated to be alive and a banker in good circumstances at Benares.

Ramkissen Doss, the son of Hunooman Doss, who was grandson of Monohur Doss, appears to have been persuaded by some one or other to put in a warrant authorising Mr. Carruthers to appear for him on the 9th of May 1866. But, on his own showing, it was at once apparent that he had no title whatever.

Of the descendants of Dwarka Doss, Seetulpersaud and Bany Suhoi, who represent the parties in whose behalf, as heirs of Dwarka Doss, the claim has been pressed on the Government by Mr. Prendergast from 1809 down to the end of 1863, never appeared in person before the Commissioners, and, apparently, were not persuaded to authorise the parties conducting the case to prosecute any claim on their behalf till the middle of the year 1866.

Joynarain and Juggonauth, who are represented to be descendants of the daughters of Dwarka Doss by another wife, not Sectul Bohoo, appeared for the first time as claimants after this Commission opened. It is by no means clear how they came into communication with Mr. Prendergast or Mr. Sladen: they were certainly not Mr. Prendergast's original clients. It does not appear that Mr. Prendergast was ever employed as agent for them or their mothers. If Mr. Prendergast was really merely prosecuting the claim as an agent, to be paid in a particular manner, it is singular that he should have been allowed to keep possession of all the securities and of both the duplicate copies of the several agreements with Ram Doss and Ram Churn Loll.

As to the second, third, fourth, and fifth issues:—

By the written statement put in as on behalf of Hurruck Chund and Joynarain Doss, it is stated that the claimants seek to have it declared that the representatives of Monohur Doss and Dwarka Doss are entitled to have paid to them, by the Secretary of State in Council, out of the public revenues of India, the several shares to which they may be respectively entitled, the amount of principal and interest due on the several memoranda, tankahs, or bonds, as follows:—

In favour of Dwarka Doss, Motec Chund, and other Mahajuns.

	19 March 1794.
Memorandum under seals purporting to be the seals of Tickait Roy and Hossein Reza, with interest at 2 rupees per month	- - - Rs. 2,70,000
In favour of Dwarka Doss, Motec Chund.	

	10 April 1794.
Bond under the seals of Tickait Roy and Hossein Reza, payable out of the revenues of the territories of the Sircar, with interest at 2 per cent. per month	- - - Rs. 1,21,200

	6 February 1795.
Memorandum signed by Hoolas Roy—borrowed for the expenses of the Dooab, with interest at $2\frac{1}{2}$ per cent. per month	- - - Rs. 3,85,000
In favour of Biehmoorat Shirschoy Patuck.	
No date.—Seal illegible	- - - Rs. 37,500

	15 May 1795.
Order in favour of Baboo Ramsoonder, with interest at 3 rupees per month	- - - Rs. 33,000

None of the petitioners are shown to have any interest whatever in these two last documents. Baboo Ramsoonder is entered separately as a creditor and claimant for 33,000 rupees in Mr. Cherry's list; he is not before us in any way.

We have only to deal with the three instruments first above mentioned.

Documents purporting to be the originals in Persian of the several bonds and memoranda

memoranda above referred to were produced before us by Mr. Augustus Stewart in seven silken bags. He stated that these bags, together with two powers of attorney, one executed by Baboo Ram Doss to Mr. Prendergast, and another by Baboo Ram Churn Loll to Mr. Prendergast, and four agreements purporting to be between the same parties, had been forwarded to him by Messrs. Thompson, Pickering, and Styam, solicitors of Lincoln's-Inn-Fields, for the purpose of being produced before the commissioners. He said his instructions were to produce the bonds and papers, but not to deliver them up. These are the documents referred to in the evidence of Mr. Hopkinson.

Mr. Thompson, examined as a witness by commission in England, stated that his firm were solicitors for the late Percy Clinton Sydney, Viscount Strangford, and also for the present Viscount Strangford; that there is no legal personal representative of the late Viscount Strangford.

Mr. Young, also examined by commission in England, proved that his firm are the solicitors of the surviving executors of Sir Gore Ouseley, who died in 1844, and that they had acted for the executors ever since the date of Sir G. Ouseley's decease; that amongst the papers of Sir Gore Ouseley was found an agreement dated the 7th of March 1835. This agreement, made between Ram Doss, described as grandson and heir and legal representative of Monohur Doss, of the one part, and Rosetta Prendergast, widow of Michael George Prendergast, of the other part, recites certain articles of agreement, dated the 6th of January 1809, between Baboo Ram Doss and Mr. G. Prendergast reciting that Narendro Maharajah Tickait Roy, by certain deeds or instruments under his hand and seal in the Persian language and character, had acknowledged that he had borrowed monies for the use of the Government of the Nawab of Oudh; that Monohur Doss had been informed that these sums were likely to be received in England; that by a power of attorney, dated the 15th of May then last, he had appointed Mr. M. G. Prendergast as his attorney; that he had consented to allow to Mr. M. G. Prendergast one-fourth of all sums of money which should happen to be secured, realised, or recovered of these debts by means of the exertions, advice, or authority of the said M. G. Prendergast over and above the sum of (Sicca) Rs. 6,784. 11. 8, which had been lodged by Monohur Doss with Messrs. Fairlie, Gilmore and Company; and recites further that by another agreement, bearing date in 1826, setting out the above-mentioned agreement, stating that Prendergast had proceeded at once to act under the power of attorney, and during a period of 17 years had unceasingly exerted himself to enforce payment of the debt; that he had instituted proceedings in Chancery, presented memorials to the Court of Directors, and commenced long and expensive inquiries before a Committee of the House of Commons; that at the time of making the first-mentioned agreement it was calculated that Mr. Prendergast would be enabled to obtain payment on security within the period of five years; that the proportion of one-fourth of such debts, when so recovered, was upon that calculation estimated and considered a fair and reasonable compensation for the said Mr. M. G. Prendergast. It was witnessed that Baboo Ram Doss, in lieu of the said one-fourth part secured to be paid to him, agreed to pay, allow, or secure to him one-third part, and reciting that Mr. G. Prendergast had continued to urge the justice of the claim; and that the Board of Control, being satisfied of the justice of the same, called on the Honourable East India Company to send out a despatch to India for a settlement of the said claim, &c.

That Mr. G. Prendergast died on the 16th of February 1834, intestate, leaving his widow, Rosetta Prendergast, and four children, all then minors, him surviving. And further reciting that Rosetta Prendergast, with the aid of her friends, the Right Honourable Percy Clinton Sydney, Viscount Strangford, Sir G. Ouseley, and James Norris, was about to prosecute the claim, and reciting that Baboo Ram Doss had at the request of Rosetta Prendergast executed a deed poll appointing her with her friends Lord Strangford, Sir G. Ouseley, and James Norris, attorneys, and had agreed to allow in addition to the one-third share to Mr. M. G. Prendergast one full 32nd share to Rosetta Prendergast. The said Ram Doss did covenant and agree to allow, in addition to the one-third share secured to Mr. G. Prendergast one *other part or share* of all sums of money to be recovered, or received, or secured, &c., and Rosetta Prendergast covenanted to use her best endeavours to procure justice for Ram Doss.

By deed poll bearing the same date as this agreement, Baboo Ram Doss

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appointed

appointed Rosetta Prendergast, Percy Lord Strangford, Sir G. Ouseley, and James Norris, his attorneys, to prosecute his claim.

The deed poll and articles of agreement, dated the 26th of June 1826, executed by Ram Doss, mentioned in the recital in this deed, have been produced before us.

The representatives of Dwarka Doss do not appear to have executed any document empowering Rosetta Prendergast, Lord Strangford, Sir G. Ouseley, and Mr. Norris to act as their attorneys.

But Mr. Stewart produced before us two deeds, purporting to be duplicate copies of articles of agreement, dated the 26th of June 1826, between Baboo Ram Churn Loll, describing himself as mooktear, manager, executor, and trustee under the Will of Seetul Bohoo, late of Benares, described as having been the widow, heiress, and legal personal representative of Baboo Dwarka Doss.

After reciting that by an agreement dated the 6th of January 1809, under the hands and seals of Seetul Bohoo and M. G. Prendergast, reciting that Dwarka Doss had died some years before without leaving any male children, and leaving Seetul Bohoo his widow, whereby she became his sole heiress, and reciting that Dwarka Doss carried on business as a banker under the name of Dwarka Doss, Motee Chund; that Dwarka Doss had lent large sums of money to the ministers and for the support of the Government of the Nawab Vizier of Oudh; that Seetul Bohoo had been informed that the debts were likely to be recovered in Great Britain, and had appointed Mr. M. G. Prendergast her attorney, and consented to allow him one-fourth part or share of all sums which should happen to be recovered or secured of the said debts by means of his exertions, in addition to Rs. 12,315. 4. 4 deposited with Fairlie, Gilmore and Company by the said Seetul Bohoo; that Mr. M. G. Prendergast had acted under the power; that at the time of entering into the agreement it was considered that he would be enabled to obtain payment within five years. In consequence of his great exertions, and in order to induce him to continue the same, Ram Churn Loll agreed to pay to Mr. M. G. Prendergast one-third, instead of one-fourth of the monies to be recovered.

Mr. Charles Hopkinson, a member of the firm of Hopkinson and Company, Bankers, of Regent Street, London, examined by commission in London, produced a sealed packet containing the seven bonds or memoranda in seven silken bags; a paper purporting to be a copy of articles of agreement between Baboo Monohur Doss, residing at Benares, banker, on the one part, and Mr. M. G. Prendergast on the other, dated the 6th of January, 1809; the power of attorney from Baboo Ram Churn Loll to Prendergast, dated the 24th of February 1826; a power of attorney from Baboo Ram Doss to Prendergast, dated the 24th of February 1825; two papers in duplicate purporting to be articles of agreement between Baboo Ram Doss and Mr. M. G. Prendergast, dated 26th June, 1826; two other papers purporting to be articles of agreement in duplicate between Baboo Ram Churn Loll and Prendergast, bearing date the 20th of June 1826. He stated that this packet was deposited with the bank for safe custody on the 3rd of March 1834, by Mr. Thomas Beatty, and that to the best of his knowledge it had never been out of the custody of the bank since it was first deposited. He said that his firm had no pecuniary claim or lien on the parcel or its contents; that they received an order purporting to be signed by Mr. Shawe Thomas Beatty and Ambrose Humphreys, dated the 19th of March 1834, requesting that they would transfer the packet deposited with the bank into the names of Sir G. Ouseley, Lord Strangford, James Norris, and Thomas Beatty; that they subsequently received a document bearing date the 22nd of May 1834, purporting to be signed by Lord Strangford, Sir G. Ouseley, and James Norris, requesting them to permit Mr. Beatty to open the packet and to add other documents, and then redeliver the whole in their names for safe keeping. He added that Mr. Beatty was an intimate friend of Mr. M. G. Prendergast, and that he died 15 or 20 years ago. The packet, as produced, appears to have borne the following endorsement:—
 “Papers relating to the claim of the Calcutta and Benares bankers in deposit with Messrs. Hopkinson & Co., for the Right Honourable Lord Strangford, the Right Honourable Sir G. Ouseley, and James Norris, subject to delivery only on the joint order of the said parties, but open to the inspection of any one of them whenever required. London, the 24th May 1834.—(Signed) *G. Ouseley. James Norris.*” On the reverse side of the parcel was the following memorandum:

randum:—"Memorandum opened by Lord Strangford, the 10th June 1851.—*C. S. K.*" That memorandum was proved to be in the handwriting of Mr. Carey Seymour Knyvett, who was in 1851 a partner in the firm of Messrs. Hopkinson, but is since dead. As to the previous history of the silken bags and their contents, Mr. Wellesley Bowes Prendergast, whose evidence was taken by commission in London, deposed:—"I was born in May 1816. I was 18 years of age when my father, Mr. M. G. Prendergast, died in 1834. I knew Mr. Beatty well: he was an intimate friend of my father and his family; I always looked upon him as a kind of guardian. I was told by Mr. Beatty, on the day when he deposited the packet with Messrs. Hopkinson, that the deposit had been made. I saw certain bags like those now produced in my mother's jewel box prior to my father's decease. I never opened the bags. I believe the bags now produced to be the same bags."

Mr. Charles Milner Ricketts, examined by commission in London, said:—"I was born on the 17th April 1776. I entered the Civil Service in India in 1791, and almost immediately went out to India. I remained about 27 years in India. During that time, amongst other offices I held were those of Secretary to the Government for the Public Department and Financial and the Chief Secretary to the Government, and also Principal Private Secretary to the Governor General, Lord Moira. I was also a Member of the Supreme Council in the Bengal establishment. Whilst in India I was acquainted with Monohur Doss, and also Dwarka Doss, who were bankers at Calcutta and Benares. I also knew Mr. Michael George Prendergast, merchant in Calcutta and Oudh; he left India in 1808 or 1809. Mr. M. G. Prendergast was agent for the above-named bankers in prosecuting their claims against the Nawab of Oudh. They entrusted me with certain documents, to be transmitted by me to Mr. M. G. Prendergast in England, and I transmitted them through the captain of a ship to him. I believe that the seven documents enclosed in seven small silken bags now produced are the seven documents which I received from Monohur Doss and Dwarka Doss, and which were transmitted by me to Mr. Prendergast."

Being cross-examined, he said:—"I identify these documents, because Mr. William Coates Blaquiere, Translator and Interpreter to the Supreme Court, put a number in each bag, and also certain other figures, which I now recognize. I saw a document put into each bag. I had all that time a slight general knowledge of the Persian language. From the appearance of the documents, I believe them to be the same documents that were put into the bags in my presence." (*Examination in chief proceeded with.*)—"I had copies and translation of the aforesaid documents made by W. C. Blaquiere in triplicate. One set I gave to the bankers, Doss, another set to Mr. Prendergast in England, and the third I gave to Mr. Blaquiere for the purpose of his keeping a record in his office." *Cross-examined.*—"I did not read any of the documents of which I have been speaking at the time they were entrusted to me, and I cannot read these documents now."

By this evidence it appears to us to be proved that these ancient documents have been produced from the custody in which they may reasonably have been expected to have been found; that they are the bonds and memoranda which were handed by Monohur Doss and Dwarka Doss to Mr. Ricketts for transmission to Mr. M. G. Prendergast for the purpose of recovering or enforcing the payment of the monies due upon them; and though Mr. Justice Campbell is not satisfied on this point, the majority of the commissioners see no reason to doubt that they were sealed and executed by the several persons whose names respectively appear thereon.

There is no evidence to show that Hoolas Roy, whose signature appears to the document for 3,80,000 rupees, had authority to bind the Nawab Vizier by the statement of an account.

Apart from this, the bonds and memoranda do not show what was the amount actually due to Baboo Dwarka Doss, because the amount of 2,70,000 rupees mentioned in the bond of the 16th Srabun, 1208 Hijree, is said to be borrowed from Dwarka Doss and other *mahajuns*. No accounts have been produced to show how much of the amount admitted to be due by this bond is the share of Dwarka Doss.

We are, therefore, compelled to fall back on Mr. Cherry's statement of the accounts of Rajah Tickait Roy. It appears from these accounts that Dwarka

Doss then claimed as due to him Rs. 9,25,056. 7a.; but we have nothing to show how that sum was made up.

We have been unable to identify with certainty the amounts in the bonds and memoranda given to Dwarka Doss, with the items and figures in the account of debts delivered to the resident by Rajah Tickait Roy on the 3rd of November 1795, or with abstract statement delivered by Rajah Tickait Roy on the 3rd November 1795, at the close of his administration. We are, however, led to conclude that the sum of 2,23,128 rupees appearing in the jumma khurch accounts of Rajah Tickait Roy as due to Dwarka Doss on account of money paid for the use of the *Dooab*, in all probability represents the debts mentioned in the paper under the signature of Hoolas Roy as 3,85,000 rupees. At the foot of the memorandum for 3,85,000 rupees is an entry which might lead to the inference that either Rs. 2,30,106. 10 a., or Rs. 67,362. 4 a. 3 p., or both, are brought over from some earlier accounts. Possibly, the account may have been made up with Hoolas Roy to 3,85,000 rupees, by the addition of interest and compound interest.

But at the foot of Mr. Cherry's abstract statement of account is an entry that "the debt appearing by the jumma khurch is the principal due, while the creditors have, many of them, added an interest to the principal."

The abstract statement shows that amongst the sums appearing due by the Vizier's Government, according to the jumma khurch accounts of Rajah Tickait Roy, is a sum under the name of Munsaram, 3,45,999 rupees, with a note that, according to the accounts delivered by the creditors, "this appears to be added to the account of Dwarka Doss (called there Doorkara Doss) Motee Chund."

It therefore appears that Munsaram, who is shown from other papers to have been the agent and Gomashtha of Dwarka Doss, Motee Chund, made no claim to this sum of 3,45,999 rupees, but that the house of Dwarka Doss did. The sum of 3,45,999 rupees probably represents the amount admitted by Rajah Tickait Roy to be due to the kotee of Dwarka Doss on the two bonds for 1,21,200 rupees and 2,70,000 rupees respectively. The difference between the entry to the credit of Munsaram, 4,02,132 rupees, in the account of 1795, and the sum 3,45,999 rupees entered as due in the accounts of 1796, may perhaps be explained in this way: There are two items entered on the later accounts separately as due to Munsaram, one on a *tunkah*, or assignment of revenue in his favour on Ismael Beg; the other on a *tunkah* on Azimghur. Probably, if the amount of these two sums due in respect of securities not now in question, together with money which might have been realised on such securities between the 18th of July 1795 and the 14th of April 1796, be deducted from 4,02,132 rupees, the gross amount entered to the credit of Munsaram in the account delivered to the Resident by Rajah Tickait Roy on the 3rd of September 1795, it would leave a balance of something like 3,45,999 rupees, as appearing in the abstract statement of the debts in 1796, as due in respect of the monies paid to and for the use of the Government and the Company's subsidy.

This sum added to Rs. 2,23,128. 0. 6 would make a sum of Rs. 5,69,127. 0. 6 due to the bankers, Dwarka Doss, Motee Chund. These debts are stated to be due from the Vizier's Government. The amount of 4,02,132 rupees is entered as due to Munsaram on the 18th of July 1795 under the head of "sums appropriated to the expenses of Government and to the payment of the company's subsidy," and the amount entered as due to Dwarka Doss, Motee Chund, on that day under the head of "sums appropriated for the use of the *Dooab* under the superintendence of Rajah Hoolas Roy."

We think it, therefore, sufficiently proved that the sum of Rs. 5,69,127. 0. 6 was due from the Nawab Vizier to the house of Dwarka Doss, Motee Chund, for principal, money lent. There is nothing to lead to the inference that any part of this money was paid by the Nawab Vizier between April 1796 and his death in 1797. Indeed, we find it stated in a letter from the Resident at Lucknow to the Governor General, Sir John Shore, dated the 28th of September 1796, that "the native creditors had agreed to admit a deduction of one-half the interest at three per cent., which they had received on former loans, and to accept payment of all the remaining principal sums due to them by instalments in six years, giving up all claim to interest on the bonds now in their possession. The only person amongst them all who has rejected the terms is Munsaram, the agent of the house of Dwarka Doss, son of Gopaul Doss, at Benares, who expressed

expressed his readiness to receive the principal in the same manner as settled with Europeans, but was refused."

There is nothing to show that anything has ever been received by the creditors on account of the bonds in question since the date of that letter.

This disposes of the second, third, fourth, and fifth issues.

As to the sum of 3,45,999 rupees entered under the head of Munsaram, there appears no reason to doubt that the sum was borrowed for the service of the State, and that the debt was contracted in the administration of public affairs. In fact, it is in evidence that this money was appropriated to the expenses of the Government and the payment of the company's subsidy.

The amount of 2,23,128 rupees entered under the name of Dwarka Doss, Motee Chund, appears to have been appropriated for the use of the Dooab, or rather Dawabb, which has been translated—animals, quadrupeds, cattle, or beasts. We are not informed and do not know exactly what is referred to by this word, but in the accounts of Tickait Roy the money is stated to be due from the Government of the Nawab Vizier. We cannot say that the bond on the face of it shows that the money was lent for the purpose of the State.

The seventh issue is, whether by any repudiation of any succeeding Nawab before the annexation the said debts ceased to be a charge on the revenues of the State of Oudh.

This resolves itself into two questions:—first, whether such a repudiation took place in fact; and secondly, what was its effect on the rights and position of the creditor?

When Saadut Ally was at Benares, before he was placed on the Musnud, he appears to have entered into an arrangement that the just debts of Asophood-Dowlah should be discharged.

Shortly after he was placed on the Musnud and had been recognised as Nawab Vizier of Oudh, at the time of the negotiations which led up to the treaty of the 10th of November 1801, he submitted certain articles to the Resident for the consideration of the Governor General in Council. In article 1 he says:—"The payment of the debts of my predecessor, Asoph-ood-Dowlah, is not stipulated for in the existing treaty. I am, moreover, unable to liquidate the debts contracted in the late reign, but this is an affair which will be adjusted between the State and the creditors of the late Nawab, and regarding which the company are in no shape responsible, the treaty being silent on the subject." Lord Wellesley replied that "the object of these articles appears to be under the shelter of the British name to cancel all the public debts of the State of Oudh." The clause objected to by Saadut Ally was not inserted in the treaty, and in referring to this transaction the Court of Directors, in a paper presented to the House of Commons in 1822, express their opinion that they could not interfere in favour of Mr. Prendergast "without imposing upon a friend and ally an obligation from which he had been deliberately relieved."

In January 1816 the Earl of Moira, then Governor General, in a Minute on the claims of Monohur Doss and Seetul Bohoo, remarks that Mr. Strachey, the Resident at Lucknow, might be instructed to take advantage of some favourable opportunity for stating the demand as one which it would be creditable to the justice and honour of the Nawab Vizier to liquidate. In a despatch from the Government of Bengal to the Court of Directors, dated the 9th of November 1816, the Governor General in Council reports that Mr. Strachey having brought the matter to the notice of the Nawab Vizier, he declined all concern with the claims in question, and that, under this positive declaration of the Nawab Vizier not to entertain the claim, the Government of Bengal did not feel itself warranted in pressing the claim further on his Excellency's attention without the express sanction of the Court of Directors, for whose consideration and orders the case was submitted. Subsequently, in a letter dated 12th of February 1819, the Court refused to sanction any further pressure being put upon the Nawab Vizier.

It is, therefore, in our opinion, proved that, as a matter of fact, the claim was repudiated by the native Government of Oudh.

The question then arises what is the effect of such a repudiation?

The debts incurred by Asoph-ood-Dowlah were very large, and, according to the statement of the Resident at Lucknow in a letter to the Governor General, dated 2nd of July 1795, "accumulated by mismanagement, and not by necessity,

for the revenues of the country were adequate, diminished as they were, to the necessary expenses of it." He says, "A heavy load of debt exists, overwhelms the resources of the Government, and, until put into a train of payment, precludes all steps to reform. The debtor, in consequence of the amount to which the debts have accumulated, cannot support his credit but by measures which furnish temporary relief and increasing embarrassments. He can borrow no money but at exorbitant interest and ruinous security. The creditor furnishes his assistance with a view of these distresses, demanding, not only greater profit in proportion to his risk, but the best security he can suggest. He finds it necessary, on the same principle, to make the period short, which the necessities of the debtor compel him to comply with. In this case it is difficult to say which imposes on the other. The wants of the debtor are great, and oblige him to sacrifice all that ought to establish confidence between man and man. He holds forth terms calculated to blind the creditor from seeing the dangers to which his property is exposed, and necessity thus forces his measures; on the other hand, the creditor pleads risk for availing himself of the necessities of his debtor, and both calculate on their success, while the revenues of the State suffer by this source of evil in addition to many more. The creditor, impelled at first to lend his money by the profits which it will yield him, listens to the terms, accepts the security tendered to him, and trusts partly to the honour of his debtor and partly to other influence to recover his money; for, in fact, there is no security where there is no law to enforce the terms of it. Aware of this, the creditor limits the period of payment to a short date, which not only increases his profits, but protects him from the effects of revolutions in the Government; to these, however, he must be subject, &c. The safety of the debt depends on the continuance of the debtor in power; and it is a circumstance very extraordinary that the Executive Government of Oudh has so established its influence by the pernicious principles on which it has so long existed, that neither the consent of the Nawab Vizier nor any act of his have been demanded by the creditor. How far the Executive Government may have pledged his territories for the payment cannot yet be known."

Eventually Rajah Tickait Roy, having been instructed by the Vizier to prepare a schedule of the debts due by the Government, delivered an account of such debts to the British Resident on the 3rd of November 1795. On the 31st of March 1796 the Vizier delivered to the Resident a paper containing the following statement:—"Now that I have examined the list of the Army, and the Ministers are deprived of their power, I have discovered their embezzlements." Another instance is as follows:—"They pursued a curious plan under the name of bankers and Europeans who had money concerns with the Government. They put lakhs of rupees, the profits of their own embezzlements, in the disbursements of my Government, and drew up bonds in the name of bankers and English gentlemen; for of the debts stated, near a half of it belongs to them. For example, in the bond to Colonel Martin for 25 lakhs more than three-fourths is theirs and one-quarter may be Colonel Martin's. In like manner is Mr. Johnson's bond, and several other gentlemen and bankers."

The Resident writes upon this:—"His Excellency observes in this paper that he has discovered their embezzlements. When he made this declaration he had not seen a paper, but had delivered the paper to me for inquiry."

"The result of this inquiry has been since delivered to him in writing, and purposely that he may pronounce his judgment and decide between the part of Tickait Roy's conduct, which has been wrong, and that which I could not in justice but commend. It is generally reported and believed, as the Vizier states, that Tickait Roy's dependants have involved themselves improperly in the loans; but I can yet procure no public instrument on which to proceed in this respect, &c. I beg leave now to observe that so long has the system been carried on, and so firmly united are all the creditors in a resolution to keep secret their own connection with the officers of Government, that nothing short of a declaration from the Vizier that, setting aside prejudice, he resolves to do strict justice will expound this intricate combination."

"It was adopted through fear of injustice, and rigid justice only will unravel it."

It appears from a letter of Mr. Lumsden, the Resident, to the Governor General, dated 28th September 1796, that Buddinauth Roy, Dhunput Roy, and others of the former Amlah of Rajah Tickait Roy, had acknowledged that
7,60,000 rupees

7,60,000 rupees of General Martin's debt, 51,000 rupees of Mr. Johnson's, and 50,000 rupees of Mr. Bruce's debt were their property.

We pause here for a moment to consider the position of Asoph-ood-Dowlah as Nawab Vizier. Although he exercised the rights of a sovereign, and although the East India Company had treated with him and his predecessors as such, he was still nominally dependent, and that dependence might at any time have become real had an energetic ruler sat on the imperial throne at Delhi. The Nawab Vizier of Oudh was not recognised as king by the British Government till 1819.

If Asoph-ood-Dowlah and his successors are not to be treated as sovereigns, it would, of course, follow that debts contracted by them, or in their names, would not be charges on the revenues of the State. We think they must be treated as sovereigns *de facto*, and if so, it was within the competence of Saadut Ally Khan, the successor of Asoph-ood-Dowlah, to determine to what extent the State was bound by these debts.

If he had reason to believe that his predecessor or his Government, without any adequate necessity, had contracted immense debts capable of ruining the nation, or that the creditors lent their monies on the personal responsibility of his predecessor as a life tenant, and not as believing, or having a right to believe, that the debts were a permanent charge on the revenues of the State, it was a matter on which he as sovereign was competent to decide. He clearly had the power to determine whether or not the State of Oudh was bound by these debts.

Apart from the special circumstances of this case, we think it may be laid down broadly that the sovereign power in a State, the authority to which is confided that absolute power which must in all Governments reside somewhere, is competent to determine whether or not it is bound by obligations entered into in its name. If it repudiate those obligations, the act of repudiation may be morally right or a flagrant wrong. It may be an act which in the opinion of others is disgraceful to the repudiating State; but can it be considered as inoperative? Could it be contended that any person subject to the law of France could assert a right to be paid in full the amount of an assignat which might be in his possession, notwithstanding the law of 1795, by which they were made redeemable by the delivery in lieu thereof of mandates at one-thirtieth of their nominal value? Was the repudiation of debts by the American Governments wholly inoperative? Could it for a moment be contended that these debts are still charges on the revenues of the Empire of France or the Government of the United States? We think not. The repudiation is binding at least on creditors who are subject to, or bound by, the laws or acts of the repudiating State.

In Pufendorf's "Law of Nature and Nations," Book VII., c. 2, s. 14, it is said—"Where the sovereignty is lodged in a single individual, there the State is supposed to choose and desire whatever that man (who is presumed to be a master of perfect reason) shall judge convenient in every business or affair which regards the end of civil Government."* Hence there naturally arises this question, whether, if he in whom the public will resides, wills otherwise than he ought to do, and consequently sins in the exercise of this public will, the action which proceeds from a will thus deprived is to be looked upon as the action of the State? For every person who submitted his own private will to that of the Prince is supposed to have done it with this intention, that the Prince should will nothing but what should be just in itself and advantageous to the public. It seems reasonable to pronounce that an action proceeding from the abuse and corruption of the public will is in itself a public action, or the action of the State, because performed by the sovereign as considered in that capacity. So Grotius, Book II., c. 14, s. 1, distinguishes 'between the acts of kings which they do as kings and the private acts of those kings; for what they do as kings is looked upon as done by the whole nation.' Pufendorf, Book VIII., c. 10, s. 7, says—"The prince may defer his payment when any pressing exigence of State obliges him to turn the money another way which should have been paid to the private subject, and from hence it appears what is to be determined about the *tabulæ novæ*, or general discharges from debts, or obligations, which Solon calls *Σελοαχθela*, or

Quoted from the English edition of 1729.

(*) As to the case where a question arises between the subjects of different States, see the judgment of Lord Ellenborough in Conway Gray, 10; East 536.

or the shaking off a burden." Then, did the act of the Nawab Vizier bind Dwarka Doss?

It must be observed that the contract was made, and the debt became due and was payable, in the State of Oudh. The money appears to have been advanced by, and due to, Dwarka Doss, Motee Chund, which was the name of that branch of the banking house of Dwarka Doss which was established in Lucknow. The creditor, therefore, must be taken to have been a temporary subject of the State of Oudh, and in respect of this debt at least subject to the sovereign authority of the Nawab Vizier. Moreover, it is a general rule that a defence or discharge good by the law of the place where the contract is made, or to be performed, is good everywhere, and extinguishes the contract.

The conclusion at which we arrive is, that the debt now in question was repudiated by the Native Government of Oudh, and that by such repudiation the debt ceased to be a charge on the revenues of the State of Oudh.

The eighth issue is, whether the British Government is now liable to pay the money mentioned in the bonds and memoranda.

The answer seems very simple. As to public debts, Mr. Wheaton says:—"A mere change in the form of the Government, or in the person of the ruler, does not affect these obligations. The essential form of the State, that which constitutes it an independent community, remains the same; its accidental form is only changed. * * * The new Government succeeds to the fiscal rights, and is bound to fulfil the fiscal obligations of the former Government. It becomes entitled to the public domain and other property of the State, and is bound to pay its debts previously contracted."

We think that such obligation is confined to debts actually subsisting at the time of the transfer of the Government. To all other claims, to debts extinguished by the act of the former sovereign, the maxim would apply, "*Non debet quod rite et secundum leges ab initio actum est, ex alio eventu resuscitari.*"

The greatest practical injustice might be done if the rule were otherwise. In the present case we have persons lending money at usurious interest 24, 30, and 36 per cent., on the doubtful security of an officer of the Mogul Government * * * occupying the position of an independent sovereign. No doubt the lenders knew with whom they were dealing, and took a rate of interest sufficient to cover the risk of losing their money. The adventure was a loss. Are the subjects of the British Government or the State of Oudh now to be made liable to indemnify them, and pay this debt with the accumulated interest for so many years, for that is the right of the claimants if they are entitled to anything at all? The general rule as regards poor rates in England is, that a retrospective rate cannot be made, because it is unjust to make those who are to-day inhabitants of the parish, a fluctuating body, liable for the expenses of the parish in past years. If it be said that it is never too late to remedy a wrong, we should be prepared to say that a somewhat analogous principle must apply to such a claim as the present, where it is sought to make the people of India, or the present inhabitants of the province of Oudh, responsible for debts incurred by the mismanagement or extravagance of a sovereign who died 70 years ago.

5 April 1867.

(signed) John P. Norman.
C. Trevor.
G. Campbell.